

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 12, 2022
AGENDA ITEM NO. 10.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR THE AUBURN LAKE TRAILS PAVING PROJECT

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Auburn Lake Trails Subdivision (ALT) consists of a well-established housing development located north of Highway 193, beginning approximately two miles east of Cool in El Dorado County, California, and encompasses an area of approximately 2,500 acres created by Trans-Land Company in 1972. Approximately 1,000 of the District's 3,800 customers are located within ALT along with significant infrastructure demand.

DISCUSSION

In 2021 the District repaired a total of 26-line breaks. Line breaks can often lead to scouring of road base and compromising the integrity of paved surfaces. A total of three areas with these conditions were identified by ALT staff and reported to the District. Areas are located along Big Strike Trail, Kit Fox Court, and Chimney Flat Court.

A Request for Proposal (RFP) has been drafted to be advertised through ebidboard.com for approximately 30 days and qualified bidders will be notified of project opportunity. The RFP is included as Attachment 1.

FISCAL IMPACT

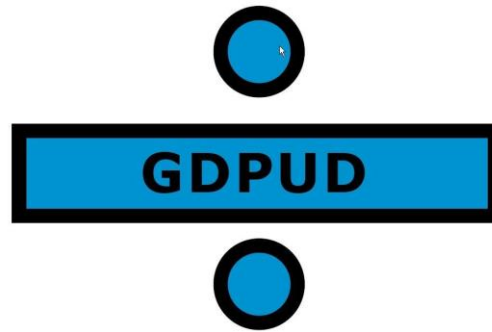
The 2021/2022 Capital Improvement Plan (CIP) included \$100,000 to complete the paving projects. It is anticipated all funds will be expended for this project.

RECOMMENDED ACTION

It is Staff's recommendation that the Board approve the issuance of the Request for Proposals for the ALT Paving project.

ATTACHMENTS

1. Request for Proposal | ALT Paving Projects
2. Resolution 2022-XX approving the issuance of an RFP



Georgetown Divide Public Utility District

REQUEST FOR BIDS

Auburn Lake Trails Paving Projects

Bid Release Date:
April 14, 2022

Bids Due Date:
May 19, 2022

Bids shall be submitted by mail or delivered to:

Georgetown Divide Public Utility District
Attn: Adam Brown
6425 Main Street
P.O. 4240
Georgetown, CA 95634

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ATTACHMENT 1 – SAMPLE AGREEMENT FOR CONTRACT SERVICES

ATTACHMENT 2 – LOCATION MAPS

*****ITEMS IN BOLD ABOVE MUST BE SUBMITTED WITH THE BID PROPOSAL****

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NOTICE TO CONTRACTORS

REQUEST FOR BIDS

Auburn Lake Trails Paving Projects

NOTICE IS HEREBY GIVEN that the Georgetown Divide Public Utility District (“District” or GDPUD) will be accepting bids to for pavement repair for the three identified locations within the Auburn Lake Trails community.

Bids are due no later than **May 19, 2022 at 2:00 PM** (Local Time) and may be mailed to the District Office or hand delivered at 6425 Main Street, Georgetown, CA 95634. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “**BID ENCLOSED.**” When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid.

This is a formal bid; therefore, bids will be opened and read aloud publicly immediately following the bidding deadline.

General Work Description:

The project consists of cold plane grind and overlay pavement repair at three locations within the Auburn Lake Trails Community that include a total area of approximately 1140 square yards of pavement area. Damage to existing pavement areas were caused by water breaks and subsequent subsurface instability. The three locations are located in northwestern El Dorado County, inside Auburn Lake Trails Community located at 1400 American River Trail in Cool, California.

A mandatory Pre-Bid conference will be held on **April 28, 2022 at 12:00 PM** (Local Time) at the project locations in Cool, CA.

Bids are required for the entire work described herein. Prospective bidders shall be licensed in the State of California and shall be skilled in the general class or type of work called for under the Contract. Each Bidder shall possess a “Class A” Contractors License, issued by the State of California, at the time of award.

The Contract Documents, including the Project Specifications, may be examined and acquired online at the District website, www.gd-pud.org/#Bids_&_Proposals

Potential bidders who want to receive changes, additions, and deletions to the Bid Documents, as well as a copy of all the questions and responses by the District, should submit an email address to the District by emailing Adam Brown at abrown@gd-pud.org. Those who submit an email address will receive a confirmation of receipt from the District. If an email address is submitted and a confirmation is not received, please call Adam Brown, Operations Manager, at (530) 333-4356.

Each bid must be submitted on the prescribed forms. A bid security shall be provided with each bid. Bid security shall be in the amount of ten percent (10%) of the bid amount. The bid security shall be cash, a certified check or cashier’s check drawn to the order of the Georgetown Divide Public Utility District or a Bidder’s Bond executed by a surety satisfactory to the Georgetown Divide Public Utility

District on the form provided in the Proposal section of the Contract Documents. Bidders are solely responsible for all costs associated with the preparation of their bids.

This work is subject to the provisions of the California Labor Code, pursuant to Section 1773, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>. Bids may be held by the Georgetown Divide Public Utility District for a period not to exceed sixty (60) calendar days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding the contract. Georgetown Divide Public Utility District reserves the right to reject any or all bids or to waive any informalities in the bidding.

Questions concerning the project should be directed to Adam Brown, Operations Manager, by calling (530) 333-4356, or by sending an email to abrown@gd-pud.org.

DATED: April 14, 2022

Georgetown Divide Public Utility District

BY: 

Adam Brown, Operations Manager

GENERAL DESCRIPTION OF WORK

The Contractor shall provide all labor, materials, equipment, and incidentals required to remove and replace existing pavement sections and grind and HMA overlay in three separate project location.

- Big Strick Trail: Work includes approximately 230 square yards of 2-inch Grind and HMA overlay, with dig out area not to exceed 46 square yards.
- Chimney Flat Court: Work includes approximately 350 square yards of 2-inch Grind and HMA overlay, with dig out area not to exceed 70 square yards.
- Kit Fox Court: Work includes approximately 560 square yards of 2-inch Grind and HMA overlay, with dig out area not to exceed 112 square yards.

SPECIAL NOTICE

This project includes, but is not limited to, the following special requirements:

- Bidder inquiries shall be directed to Adam Brown, Operations Manager, for the Georgetown Divide Public Utility District.
- Potential bidders are encouraged to review the insurance and bonding requirements included in the bid documents, including the General Provisions, with their insurance agent/broker prior to submitting a bid.
- **All work shall be completed on or before October 15, 2022.**

QUALIFICATION OF BIDDERS

It is the intention of the District to award a contract only to the bidder who furnishes satisfactory evidence that they have the required qualifications and ability and that they have sufficient resources to complete the work satisfactorily, and within the time identified in the Contract Documents.

To demonstrate Bidder's Qualifications to perform the work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present comments, and such other data as may be called for by the District.

The District may make such investigations as it deems necessary to determine the qualifications and ability of the bidder to perform the work, and the Bidder shall furnish to District all the information and data for this purpose as the District may request. The District reserves the right to reject any Bid if evidence submitted by, or investigation of such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional Bids will not be accepted.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a current "Class A" Contractors License as issued by the State of California.

INTERPRETATIONS AND ADDENDA

All questions regarding the meaning or intent of the Bidding Documents are to be submitted to Adam Brown, Operations Manager, in writing via email. Interpretations or clarifications considered necessary by the Project Manager, in response to such questions, will be issued by Addenda emailed or delivered to all parties recorded by District as having received the Bidding Documents. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the District. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral or other interpretations of clarifications will be without legal effect.

AWARD OF CONTRACT

The District may award, after review and investigation, the contract to the lowest responsive and responsible bidder of the Base Bid. Alternative Bids may or may not be awarded with the contract.

WAGE RATES

Pursuant to Section 1770 to 1780 inclusive, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful bidder shall post a copy of such determination at each job site. All subcontractors employed by the contractor shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the State Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) and must make certified copies of payroll records available for inspection by the District, a requesting employee, or the Division of Labor Standards Enforcement of the Department of Industrial Relations.

BID PROPOSAL

Auburn Lake Trails Paving Rehabilitation Projects

NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NO. _____ FAX NO. _____

CONTRACTOR LICENSE TYPE & NO.: _____

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the prevailing wage rates), the Specifications, the project plans, if any, described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Georgetown Divide Public Utility District specifications.

The **Special Provisions** for the Work to be done are dated **April 2022** and are entitled:

Auburn Lake Trails Paving Rehabilitation Projects

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items in the Base Bid.

The Bidder shall set forth, for each unit basis item of work, a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, one-hundredth, etc. from the entered total, the discrepancy will be resolved by mutual resolution between the two parties.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Georgetown Divide Public Utility District, and that discretion will be exercised in the manner deemed by the Georgetown Divide Public Utility District to best protect the public interest in the prompt and economical completion of the work. The decision of the Georgetown Divide Public Utility District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bond(s) in the sums required by the State Contract Act, with surety satisfactory to the Georgetown Divide Public Utility District, and the insurance certificates within ten (10) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the Georgetown Divide Public Utility District that the contract has been awarded, the Georgetown Divide Public Utility District may, at its option, determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the Georgetown Divide Public Utility District.

When submitting its bid, the Bidder shall include security in the form of cash; cashier's check made payable to the District; a certified check made payable to the District or a bidder's bond executed by an admitted surety insurer, made payable to the District. The amount of security shall be 10 percent of the amount bid. Should the Bidder be awarded the contract, but fail to execute the contract, its security shall be forfeited to the District.

The Bidder has familiarized itself with the nature and extents of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that they will contract with the Georgetown Divide Public Utility District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that the contractor will take in full payment therefor the following prices, to wit:

BID SCHEDULE

Auburn Lake Trails Paving Rehabilitation Project

BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization, Insurance & Bonds	LS	1		
2	Water Pollution Control Plan	LS	1		
3	Cold Plane Asphalt Concrete - 2"	SQYD	1140		
4	Hot Mix Asphalt, Type A - 2"	TON	140		
5	Roadway Excavation - Digout	CY	60		
6	Hot Mix Asphalt, Type A - 4" Digout	TON	50		
7	Class 2 Aggregate Base	CY	40		

Total Bid Base Price _____

BID ITEMS DESCRIPTION

Bid Item 1: Mobilization/Demobilization:

The lump sum amount for Mobilization/Demobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittals required to begin work, submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable and not delineated in other bid items; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); establishment of temporary site access and staging area; installation of temporary construction fencing; and all other construction as required for the proper performance and completion of work.

Demobilization shall include: site cleaning and restoration of surfaces within the job site; post-construction meeting; removal of all temporary facilities and equipment from the work area; disconnection of the temporary construction utilities; and turnover of a project to the Owner.

Contractor may apply for payment of mobilization on a percent complete basis as the items covered in Mobilization are being completed, as described in the Mobilization Specification.

Contractor may apply for payment of Demobilization after the overall project substantial completion is achieved and the project begins to demobilize.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

Bid Item 2: Water Pollution Control Plan:

The lump sum amount shall include all work and materials necessary for preparation and implementation of a Water Pollution Control Plan (WPCP) / Erosion Control and Best Management Practices (BMP's) and all other essentials required to complete this item as detailed in the Specifications and State Standards Specifications section 13 and section 21, including installation, monitoring, and removal of all BMP's required to maintain compliance.

The lump sum price shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 3: Cold Plane Asphalt Concrete - 2":

The per square yard amount shall include all work and materials necessary in pavement planning, pavement conforms, removing quarter crowns, complete in place, including disposal or transport of planed material and all other essentials required to complete this item as detailed in the Specifications and Plans and require providing a completed project with transition to match existing grades.

The per square yard amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 4: Hot Mix Asphalt, Type A - 2":

The per ton amount for Hot Mix Asphalt (Type A) shall include all work and materials necessary for producing, providing, and placing asphalt as shown on the plans, as specified

in the State Standard Construction Specifications, these Special Provisions, and as directed by the District. Material testing and quality assurance is included in this item.

The per ton amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 5: Roadway Excavation – Digout:

The cubic yard amount for Roadway Excavation shall include all work and materials necessary for the removal and off haul of all asphalt concrete (AC), aggregate base (AB), and native material to allow construction of Digouts as directed by the District. The total area of digouts shall not be greater than twenty percent 20% of the surface area to be cold paned and overlaid. Subsurface perpetration of digout areas per these specifications is included in this item.

The per cubic yard amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 6: Hot Mix Asphalt, Type A - 4" Digout:

The per ton amount for Hot Mix Asphalt (Type A) shall include all work and materials necessary for producing, providing, and placing asphalt for Digouts as shown on the plans, as specified in the State Standard Construction Specifications, these Special Provisions, and as directed by the District. Material testing and quality assurance is included in this item.

The per ton amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 7: Class 2 Aggregate Base:

The per cubic yard amount shall include all work and materials necessary to place Class 2 Aggregate Base as shown to the plans, as specified in the State Standard Construction Specifications, these Special Provisions, and as directed by the District. Material testing and quality assurance is included in this item.

The per cubic yard amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

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Experience Qualifications

Number of years Bidder has been in the contracting business, under the present business name:
_____ Years

Experience in work, of a nature similar to that covered in the bid extends, over a period of _____
years.

Has the Bidder ever failed to satisfactorily complete a contract awarded to it. Yes _____ No _____

If yes, please explain:

List of Previous Contracts Completed by Contractor

	DATE	NAME OF PROJECT	CONTRACT AMOUNT	OWNER	PHONE #
1.					
2.					
3.					
4.					
5.					

Please attach separate sheet, if needed.

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LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal (bid) non-responsive and shall cause its rejection. (Attach additional sheets if required.)

Work to be Performed	Subcontractor License # DIR #	Percent of Total Contract	Subcontractor's Name and Address

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ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda, which are attached to the proposal:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

ADDENDA

This proposal is submitted with respect to the changes to the contract included in the Addendum Acknowledgement above.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractor's, Worker's Compensation Certificate, and Non-Collusion Affidavit, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents and to accept full payment therefore the Contract Price based on Lump Sum(s) and/or Unit Bid Price(s) named in the aforementioned Bid Schedule(s).

By my signature on this proposal I certify, under penalty of perjury under laws of the State of California and the United States of America, that the above is true and correct.

Date: _____

Bidder: _____

By: _____
(Signature)

Title: _____

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WORKERS' COMPENSATION CERTIFICATE

Owner and Description of Contract:

Georgetown Divide Public Utility District

Auburn Lake Trails Paving Projects

Labor Code Section 3700: *Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:*

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.*
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.*

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 2020

(Contractor)

By:

(Signature)

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work.)

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NON-COLLUSION AFFIDAVIT

This Affidavit to be fully executed.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signature: _____
President, Secretary, Manager, Owner, or Representative

(Attach Notary Acknowledgement)

Print Name and Title below:

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SIGNATURE SHEET

SIGNATURE NOTICE

If bidder or other person of legal interest is a corporation; state legal name of corporation, also names of the president, secretary, treasurer, and manager authorized to sign contracts; if a co-partnership, state true name of firm, also names of all individual copartners composing firm authorized to sign contracts; if Bidder or other interested person is an individual, state first and last names in full.

Provide the names of all persons of legal interest in the foregoing proposal as principals below:

Licensed in conformance with an act providing for the registration of contractors,

Contractor's License No.: _____ Classification(s): _____

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FAITHFUL PERFORMANCE BOND

(CONSTRUCTION)

KNOW ALL PERSONS BY THESE PRESENTS, that the Georgetown Divide Public Utility District (hereinafter designated as "The District"), a Special Utility District located in the County of El Dorado, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled **Auburn Lake Trails Paving Projects** which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the District, in the penal sum of \$_____, lawful money of the United States, **being not less than one hundred percent (100%) of the estimated contract cost of the work**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, required, on his/her/their part, to be kept and performed at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend and hold harmless the District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

AS A PART OF THE OBLIGATION secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in anyway effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement and notarial seal for both attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond accepted and approved this ____ day of _____, 2022.

Adam Brown, Operations Manager
Georgetown Divide Public Utility District

LABOR AND MATERIALS BOND

(CONSTRUCTION)

KNOW ALL PERSONS BY THESE PRESENTS, that the Georgetown Divide Public Utility District, a Special Utility District located in the County of El Dorado, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled **Auburn Lake Trails Paving Projects** which said agreement is hereby referred to and made a part hereof; and;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we the Principal and _____, as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the District in the penal sum of \$_____, lawful money of the United States, **being not less than ten percent (10%) of the estimated contract cost of the work**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in, or to an amount not exceeding, the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall inure to the benefit of all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
2. This bond is given to comply with the provisions of Title, Part 6, Division 4, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the

specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract, to the work, or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement, and notarial seal attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond accepted and approved this ____ day of _____, 2022.

Adam Brown, Operations Manager
Georgetown Divide Public Utility District

GUARANTEE

FOR

Georgetown Divide Public Utility District

Auburn Lake Trails Paving Projects

DATE OF ACCEPTANCE: _____

We hereby guarantee that the work we have installed for the District has been done in accordance with the approved Plans if any, Special Provisions and Specifications as well as all applicable State and local regulations and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of our work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of **ONE (1) YEAR** from the date of acceptance of the above-named work by the District without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted.

Within **fifteen (15) days** after being notified in writing by the District of any defects in the work, we agree to commence and pursue with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty **(30) days** after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said District to proceed to have such work done at our expense and we will honor and pay the cost and charges therefor upon demand.

DATED: _____

CONTRACTOR

BY: _____

Title: _____

(To be signed and notarized before acceptance of project).

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INSURANCE

1. The Contractor shall procure and maintain for the duration of the Contract the following insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
2. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Commercial general liability coverage (Insurance Services Office Commercial General Liability coverage occurrence Form CG 0001), including liability coverage for premises and operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability, use of independent contractors, and broad form property damage with completed operations.
 - b. Automobile liability coverage (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)).
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District and its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U. S. mail has been given to the District.
7. Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) The insurer shall waive all rights of subrogation against the District.
8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or equivalent, unless otherwise approved by District.
9. Verification of Coverage. Prior to commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

10. Subcontractors. The Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.
11. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.
 - a. c. Workers' compensation insurance as required by the State of California and employer's liability insurance.
 - b. d. Course of construction (also known as builder's risk) insurance form providing coverage for all risks of physical loss, damage or destruction to the work, to insure against such losses until final-acceptance of the work by the District.

MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.
5. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: \$1,000,000 each occurrence, \$2,000,000 policy aggregate.

The above insurance limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this Section.

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

ADDITIONAL INSURED

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, and their officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.
2. The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
3. In addition to any other remedy the District may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section 5.50, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

INDEMNITY AND LITIGATION COST

1. Contractor shall protect, defend, indemnify and hold harmless the District and it's Inspector, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, Inspector and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.
2. The District may withhold from payment due Contractor hereunder such amounts as, in the District's opinion, are sufficient to provide security against all loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision.
3. In any and all claims against the District or the Inspector and his consultants, and each of their officers, directors, employees and agents by any employee of the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.

4. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release Contractor from its obligations to indemnify, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Contract by Contractor, its employees, agents, suppliers or subcontractors, or the employee, agent or subcontractor of anyone of them.
5. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whet or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
6. In accordance with California Public Contract Code section 9201(b), if District receives any written third-party claim relating to work performed under this Contract, then District agrees to promptly notify Contractor about the third-party claim.

PROTECTION OF WORK

1. The Contractor shall be responsible for the care of all work until its completion and final acceptance; and it shall, at its own expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at its expense by the District and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.
2. The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, when practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. If special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases when the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the

District. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

3. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Inspector.
4. The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, or subcontractors or their employees in the course of their employment, or anyone directly or indirectly employed by any of them, whet such trespass was committed with or without the consent or knowledge of the Contractor.
5. The Contractor shall see that the worksite is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.
6. The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
7. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Inspector, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Should the Inspector deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Inspector. The decision of the Inspector in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under section 5.3.
8. Except as provided by California Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the' extent that the same are identified in the Contract Documents; and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of section 5.3, if so directed by the Inspector and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, it shall immediately notify the Inspector in writing.
9. When the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or private interests; and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

ACCIDENTS

1. The Contractor shall provide and maintain, in accordance with California Labor Code section 6708 and Cal-OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the work.
2. The Contractor shall promptly report in writing to the District all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage occurs, the Contractor shall report the accident immediately by telephone or messenger to the District and the Inspector.
3. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

NO PERSONAL LIABILITY

Neither the District, the Inspector, nor any of their officers, directors, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

MEASUREMENTS OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the District on the basis of measurements taken by the District, and these measurements shall be final and conclusive. All quantities of work computed under the Contract shall be based upon measurements by the District according to United States Measurements and Weights. Methods of measurement are specified herein and in the Specifications.

The Plans identify project limits of; tree removal, removal and replacement of existing pavement, grading and grind & HMA overlay The Bid Schedule identifies estimated quantities of materials required for the work listed above. The District reserves the right to reduce the work limits, to match the estimated quantities as identified within the Bid Schedule, without any additional compensation to the Contractor.

SCOPE OF PAYMENT

1. The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

2. No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.
3. Within two weeks of receiving the Notice to Proceed, the Contractor shall submit a Schedule of Values totaling the Bid Amount of the project. The Schedule of Values shall contain sufficient information to be used by the District in evaluating acceptability of progress payment requests and work progress from the Contractor. The District and Inspector shall review the Schedule of Values and the Contractor shall revise until a schedule which is acceptable to the District is received.

PROGRESS ESTIMATE

For each calendar month of Contract work, the Contractor will prepare a progress estimate of all work performed under the Contract. Within the first ten (10) days of each succeeding calendar month, the Contractor will prepare in writing and certify to the District, an estimate which in his opinion is a fair approximation of the work done under the Contract based on the Schedule of Values provided by the Contractor, including any amounts due the Contractor for extra work and change orders. In arriving at the value of the work done, the Contractor will give consideration to the value of labor and materials which have been incorporated into the permanent work by the Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand.

Within ten (10) days of receipt of the progress estimate, the Inspector will either approve or return to the contractor with a request for revisions. Once a satisfactory progress estimates is submitted the Inspector will certify the approved progress estimate and submit to the District to process the progress payment.

In order to assist the Inspector, the Contractor shall furnish the Inspector with copies of invoices for all such items delivered to the job site and incorporated into the work.

PROGRESS PAYMENTS

1. The District will pay the Contractor ninety (95%) percent of the amount of each properly submitted and undisputed progress payment request. Five percent (5%) of the amount of each payment request shall be retained by the District until final completion and acceptance of all work under the Contract; provided, however, that if the District, at any time after fifty (50%) percent of the work has been completed, finds that satisfactory progress is being made, the District may pay any or all of the remaining progress payments in full.
2. In accordance with California Public Contract Code section 20104.50, a written payment request from the Contractor shall be reviewed by the District as soon as practicable in order to determine whether it is proper. If it is determined not to be a proper payment request suitable for payment, then the District shall return it to the Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the payment request is determined to be properly submitted and is undisputed, the District will certify the payment as provided above and the District shall make the payment to the Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid within this 30-day period, then the District shall pay interest on the overdue amount to the Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This section shall not apply if District funds are not available for payment of the

payment request or if payment is delayed due to an audit inquiry by the financial officer of the District.

3. When, in the judgment of the District, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment, the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.
4. No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment incorporated into the work will be conformed to actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.
5. It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.
6. District reserves the right to make payments jointly to the order of the Contractor and to any of its subcontractors or suppliers that might have a right to file a stop notice with the District. The District shall have no obligation to payor to ensure the payment of money to a subcontractor or supplier, except as may otherwise be required by law.

LIQUIDATED DAMAGES

It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the DISTRICT. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the DISTRICT, or have withheld from moneys due it, the sum of \$1000 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages

FINAL ACCEPTANCE AND DATE OF COMPLETION

Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, it shall so notify the District in writing, and the District shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the District, he shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The District will then certify to said final estimate and to the completion of the work, and will file copies thereof with the District and the Contractor. The date of completion shall be the date upon which the District makes its formal written acceptance of the work.

FINAL PAYMENT

Within 10 days after the date of completion, the District will file in the office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. On the expiration of 60 days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract or as required by law. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

FINAL RELEASE

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the District with a signed written release of all claims against the District arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially one of the following forms:

Right to Withhold Payments

In addition to all other rights and remedies of the District hereunder and by virtue of law, the District may withhold or nullify the whole or any part of any progress payment or up to 150% of the disputed amount from the final payment (see California Public Contract Code section 7107c) to such extent as may reasonably be necessary to protect the District from loss on account of:

- 1) Defective work not remedied, irrespective of when any such work be found to be defective;
- 2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code sections 1775, 1776, or 1777.7;
- 3) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
- 4) A reasonable doubt that the work can be completed for the balance then unearned;
- 5) A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- 6) Costs to the District resulting from failure of the Contractor to complete the work within the proper time; or
- 7) Damage to work or property.

Whenever the District shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the

Contractor. After the Contractor, has corrected the enumerated deficiencies, the District will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, suppliers, materialmen, subcontractors, etc., the District may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the Contractor monies so withheld.

WAIVER OF INTEREST

The District shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies that the District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Contract.

SATISFACTION OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

ASSIGNMENT

In accordance with California Public Contract Code section 7103.5, the Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

AVAILABILITY AND AUDIT OF INFORMATION

1. The District's duly authorized representatives shall have, during the term of the Contract and for two years thereafter, the right to inspect, copy and audit all of the Contractor's and its subcontractors' accounts and records of all description, including but not limited to source documents and computer files, and to interview personnel, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by the Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.
2. The Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract. The Contractor and its subcontractors shall preserve all such accounts and records for a period of two years after the term of the Contract.
3. The Contractor shall include the necessary provisions in its subcontracts to ensure that its subcontractors comply with this provision.
4. The parties acknowledge that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

HAZARDOUS MATERIALS

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." The District may use chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the work or services contemplated under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

WAIVER

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or matter.

REMEDIES NOT EXCLUSIVE

The remedies provided in this Contract are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Contract shall be without prejudice to the enforcement of any other remedy.

SEVERABILITY

The invalidity, illegality or unenforceability of any provision of the Contract Documents shall not render the other provisions unenforceable, invalid or illegal.

GOVERNING LAW AND VENUE

Except as otherwise required by law, this Contract shall be interpreted, governed by, and construed under the laws of the State of California. The County of El Dorado shall be venue for any litigation concerning the enforcement or construction of this Contract.

NOTICES

Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. Mail and addressed as follows: for the District, either to the General Manager or the District at the addresses set forth in the Invitation to Bid; for the Contractor, at the address set forth in its Bid. Any party may change its address by notifying the other party in writing of the change of address.

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GEOGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Paving Projects

SPECIAL PROVISIONS

April 4, 2022

SECTION 1 - GENERAL

LIMITATIONS ON SCHEDULING WITHIN THE VARIOUS WORK AREAS

The project generally consists of the removal and replacement of existing pavement sections totaling 1140 square yards (SQ YD) 2-inch cold plan grind & HMA overlay, and up to 225 SQ YD of full depth dig outs (4-inch Asphalt Concrete over 6-on Aggregate Base), as marked by the District. All specifics of the project are as identified within these Special Provisions and Specifications. The project areas are divided into three areas based on locations provided in the attachments. Scheduling work activities within these areas are limited to the hours of 8:00 am to 5:00pm.

LIMITATIONS ON ACCESS WITHIN WORK AREAS

Access to the job site may be provided via any combination of State Highways, County asphalt roads, and Private roads. Any damage that may be caused by the Contractor's vehicles and/or equipment entering or leaving the project areas, shall be the responsibility of the Contractor. A vehicle, equipment, or material staging area is located outside the of Auburn Lake Trails that is available for use, however no locations are provided inside Auburn Lake Trails. It is the responsibility of the contractor to negotiate use of land with the Auburn Lake Trails Homeowners Association (ALTHOA) or nearby landowners for staging area use. The District will not assist or hamper the Contractor from gaining additional access to the various work areas through other routes or for the staging of equipment or materials, that may be obtained or negotiated by the Contractor through their own actions. Should the Contractor secure such additional access or secure staging areas, there will be no additional compensation or extension of time, from the District, to perform the work. Any agreements that may be made or negotiated between the Contractor and individual property owner(s) would be between the subject parties and not involve the District in any way. The development of additional roads/trails or pathways, by the Contractor or Subcontractors, will need to be in compliance with all County, State and Federal regulations. All costs associated with the same would be the sole responsibility of the Contractor.

Under this project the work area will be limited to that which the District has the legal authority to provide access within.

SECTION 2 - Scope of Work

1. The Contractor shall provide all labor, materials, equipment and incidentals required to the removal and replacement of existing pavement sections totaling 1140 square yards (SQ YD) 2-inch cold plan grind & HMA overlay, and up to 225 SQ YD of full depth dig outs (4-inch Asphalt Concrete over 6-on Aggregate Base), as marked by the District.). The sections of work are further identified on the attachments and/or within these special provisions and specifications. Approximately 225 SQ YD of new HMA will be placed over proposed base. The base will consist of 40 CY of Class 2 Aggregate Base. Approximately 1140 SQ YD of HMA Overlay will be placed on existing pavement sections to be prepared with a 2-inch cold plane grind. Quantities are

approximate only and should not be used in the preparation of a bid proposal. The project site will need to be prepared through any means the Contractor deems necessary to perform the work above. These work areas are further identified within these special provisions, specifications and the attachments.

2. If any amounts of bone, shell, artifacts or human remains are uncovered during construction, all work shall be stopped within the immediate vicinity and the District notified of the findings. This may require that the District consult with a qualified archaeologist for an on-site evaluation. If bone appears to be human, the El Dorado County Coroner and the Native American Heritage Commission must be contacted.
3. As an element of this project, the Contractor will be responsible for the preparation, monitoring, and implementation of a Water Pollution Control Plan (PCP). The PCP shall include site specific Best Management Practices (BMPs) to effectively control erosion and sediment. During construction, BMPs for erosion and sediment control shall be implemented by the Contractor where deemed necessary. At a minimum, erosion control measures shall include placement of straw, straw wattles, straw bales, geotextiles and mats, earthen berms, sediment barrier traps or the construction of silt fences to intercept and retain any sediment transported by storm water runoff in all areas disturbed by construction activities.
4. Contractor shall ensure that vehicles and equipment (heavy and handheld) that typically include a spark arrestor are equipped with a spark arrestor in good working condition during the duration of construction. To the extent feasible, areas subject to construction activities shall be maintained, by the Contractor, free of fire fuel and debris during the course of construction.
5. The construction hours for the project work activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. Exceptions are allowed if it can be shown that construction between these times is necessary to prevent safety hazards and coordinated with the ALTHOA.
6. All vehicles and construction equipment shall be equipped with factory installed muffling devices and all construction equipment shall be maintained in good working order. All stationary construction equipment, such as generators and compressors, shall be located as far away from noise sensitive land uses as feasible.
7. The project work areas are in close proximity of homes and at no time shall dust or materials be allowed to leave the boundaries of the project site.
8. The Contractor shall have a current California Class "A" Contractors License. The Contractor shall submit five projects within the last two years which include similar types of grinding, grading and paving. The information shall include Name of project, size of project, name and phone number of owner and Engineer.
9. Should sections of the completed work not be up to the Districts standards within the work area, the Contractor shall make the necessary repairs, to the satisfaction of the District, at no additional cost to the District.
10. The Contractor shall provide adequate sanitation facilities for their employees within each of the work areas during construction. This would include but may not be limited to portable toilets. The Contractor shall provide not less than one (1) facility for every 20 employees of the Contractor. Service, clean and maintain facilities a minimum of weekly.

11. The Contractor is required to meet all applicable OSHA Requirements. Hardhats, safety toed work boots, safety glasses and high visibility safety clothing of the appropriate class are required of workers employed by the Contractor and assigned to field work activities on this project.
12. The work activities are expected to generate waste materials in the form of fragmented asphalt, concrete and rock that are to be removed and/or replaced as an element of the project. The Contractor shall be responsible for the proper disposal of all waste materials in compliance with any County, State or Federal requirements relating to the same. All costs associated with collection, transport and disposal of waste materials are the responsibility of the contractor.

The Contractor shall notify the District and the ALTHOA a minimum of 48 hours prior to the start of work. Prior to the start of work, the Contractor shall arrange with the District for a pre-project conference at the District office. This conference will include a review of the specifications at the District office together with a field review of each of the work areas, to ensure that all parties are familiar with the entire project.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Paving Projects

SPECIFICATIONS

SECTION 1 – TECHNICAL

All Work shall be performed in accordance with these Technical Specifications. Components of the Work not addressed by these Technical Specifications shall be performed in accordance with the State Standard Specifications.

1. MOBILIZATION/DEMOILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications and these Technical Specifications. Mobilization shall include, but shall not be limited to, satisfactory completion of the following tasks:

- Preparing and providing submittals of all documents (schedule, materials submittals, health and safety plan, etc.) required as conditions of issuing a Notice to Proceed
- Pre-Construction Conference

Measurement and Payment

Measurement and payment for Mobilization shall conform to the provisions in Section 9-1.16D of the State Standard Specifications.

Payments for mobilization shall be made as follows:

1. A. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original Contract amount, 50 percent of the Contract item price for mobilization or 5 percent of the original Contract amount, whichever is the lesser, will be included in the estimate for payment.
2. B. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original Contract amount, the total amount earned for mobilization shall be 75 percent of the Contract item price for mobilization or 7.5 percent of the original Contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
3. C. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original Contract amount, the total amount earned for mobilization shall be 95 percent of the Contract item price for mobilization or 9.5 percent of the original Contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
4. D. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the original Contract amount, the total amount earned for mobilization shall be 100 percent of the Contract item price for mobilization or 10 percent of the original Contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.

The Contract LUMP SUM price paid for MOBILIZATION/DEMOILIZATION shall include full

compensation for furnishing all labor, materials, tools, equipment, administrative costs, incidentals, and for conforming to the requirements of this section and therefore no additional compensation shall be allowed.

2. WATER POLLUTION CONTROL

General

Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control," of the State Standard Specifications, and these Specifications.

Water pollution control work shall conform to the requirements in the Storm Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual, dated October 2016, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook."

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the District and made part of the contract, it is expressly agreed that the District assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the District may be retained by the District until disposition has been made of the costs and liabilities.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Responsibility for Damage," of the Caltrans Standard Specifications.

Materials

Shall be per the Storm Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual, dated October 2016.

Execution

Water Pollution Control Program Preparation, Approval and Updates

WPCP Implementation

The contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments

thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these Specifications, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06 State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these Specifications.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 15th and April 30th.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than 5 acres. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the WPCP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become non-active either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Maintenance

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinstate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the District.

Measurement and Payment

Water Pollution Control shall be paid for at the contract Lump Sum price paid for Water Pollution Control as contained in the Bid Schedule. Compensation for water pollution control shall be at the lump sum price bid for the work. Said lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, administrative cost, and incidentals for water pollution control.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

The retention of money due the Contractor shall be subject to the following:

1. The District will give the Contractor 30 days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial

payments pursuant to Section 9-1.16D, "Partial Payments," of the Caltrans Standard Specifications.

3. If the District has retained funds and it is subsequently determined that the District is not subject to the costs and liabilities in connection with the matter for which the retention was made, the District shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

3. COLD PLANE ASPHALT CONCRETE

Cold plane asphalt concrete pavements, as shown on the plans, shall be in conformance with the provisions of Section 39-3.04, "Cold Planing Asphalt Concrete Pavement," of the State Standard Specifications.

Measurement and Payment

Cold planing asphalt concrete for pavement planing of continuous widths of asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of pavement cold planed, irrespective of the number of passes required to obtain the specified

The contract price paid per SQUARE YARD for COLD PLANE ASPHALT CONCRETE PAVEMENT includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in cold planing asphalt concrete surfacing and disposing of planed material, including constructing, maintaining, removing temporary HMA tapers if applicable, as specified in the State Standard Specifications and these Technical Specifications as shown on the plans, and as directed by the Engineer.

4. EARTHWORK

Earthwork shall conform to Section 19, "Earthwork", of the State Standard Specifications and these Technical Specifications.

Roadway Excavation

Roadway Excavation shall consist of performing all operations necessary to excavate all materials, regardless of character and subsurface conditions, from the roadway prism or adjacent thereto; to excavate all materials, of whatever nature, necessary for the construction of foundations for structures and other facilities; to excavate trenches for culverts and other facilities; to excavate drainage and irrigation ditches; to excavate drainage channels; to excavate selected material from the roadway and borrow material for use as specified; to construct embankments, including the placing of selected material in connection therewith as specified; to place backfill for structures, culverts, and other facilities; to backfill trenches and depressions resulting from the removal of obstructions; to backfill holes, pits and other depressions within the roadway area; to apply water; to remove and replace unsuitable material; to excavate and grade road approaches, driveways, and connections; to construct protection dikes; to remove unstable material outside the roadway prism, slide material which has come into the roadway prism, and material which has slipped from embankments; to prepare basement material for the placing of other material thereon; all as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer; and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work that may be required to construct and maintain the roadway facilities.

Quantities of all types of existing subbase, base, surfacing or pavement removed will be included in the quantities of the roadway excavation, and therefore no additional payment shall be made.

Dust Control for earthwork operations shall conform to Section 10-5, "Dust Control," of the State Standard Construction Specifications.

Any Work beyond the limits shown on the plans or approved by the Engineer shall be at the Contractor's expense. The material resulting from the additional Work shall become the property of the Contractor and shall be removed from the Project site at the Contractor's expense.

All excavated material not used within the Project shall become the property of the Contractor and shall be removed from the Project site and the Right-of-Way at the Contractor's expense.

Contractor shall exercise caution when excavating over existing utilities as identified in the field by the Utility Marking Service (USA). Existing utilities not marked for removal shall be protected in place. The Contractor shall utilize proper equipment when performing earthwork operations adjacent to existing utilities in order to prevent any damage to the utilities. This may require the use of smaller equipment and/ or hand digging and compaction to complete the Work shown on the plans.

This Work shall also include the removal of objectionable material. Objectionable material shall include, but not be limited to, pruned branches and roots, vegetation, brush, grass, weeds, debris, and other related materials.

Excavated material shall be used as fill material, if suitable, to meet the grades shown on plans. All excavated material not used as fill shall be removed from the Project limits.

Removed items and materials shall be removed from within the Project limits and Right-of-Way and shall be transported and properly disposed of off-site. All costs, charges and fees for hauling and disposal shall be the responsibility of the Contractor. Disposal of surplus material shall conform to the provisions in Section 19-2.03B, "Surplus Material" of the State Standard Construction Specifications and these Technical Specifications.

Measurement and Payment

The following earthwork operations will be measured and paid for as roadway excavation for the quantities of material involved and no additional compensation will be allowed therefore:

Excavating the roadway prism including slope rounding, public and private road approaches, connections, and driveways; excavating unsuitable material when shown on the plans or specified in the special provisions; excavating surplus material; excavating borrow material; excavating selected material and topsoil from within the limits of the Project and removing those materials from stockpiles when stockpiling is ordered, excavating material required to construct ditches or channel.

Measurement

Quantities of roadway excavation will be computed by means of average areas and distances between these areas, except as provided in the following paragraph.

Where due to changed conditions or the nature of a particular operation or for any other reason, it is impossible or impractical to measure quantities of roadway excavation by means of average areas, the Engineer will compute the quantities of material excavated by a method which in the Engineer's opinion is best suited to obtain an accurate determination.

When quantities of roadway excavation are computed by means of average end areas and center line distances, a correction for curvature will not be applied to quantities within the roadway prism. In computing the quantity of material outside the original roadway prism, where the roadway center line is used as a base, correction will be made for curvature if the center line radius is 1,000 feet or less.

Excavation in excess of the planned or authorized cross section will not be paid for, except as provided in Section 19 2.03F, "Slides and Slipouts." The Contractor shall backfill and compact as directed by the Engineer unauthorized excavated areas to the original ground elevation or authorized section at the Contractor's expense.

Payment

Quantities of ROADWAY EXCAVATION, measured as specified in these Technical Specifications, will be paid for at the Contract price per CUBIC YARD. That price shall include excavating, sloping, rounding tops and ends of excavations, loading, hauling, depositing, testing, spreading and compacting the material complete in place, and preparing subgrade at the grading plane as specified in Section 19-1.03C, "Grade Tolerance," of the State Standard Specifications.

Quantities of ROADWAY EXCAVATION - DIGOUT, measured as specified in these Technical Specifications, will be paid for at the Contract price per CUBIC YARD. That price shall include excavating, sloping, rounding tops and ends of excavations, loading, hauling, depositing, testing, spreading and compacting the material complete in place, and preparing subgrade at the grading plane as specified in Section 19-1.03C, "Grade Tolerance," of the State Standard Specifications.

The above prices and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in performing roadway excavation Work completely as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the Engineer and therefore no additional payment shall be made.

5. HOT MIX ASPHALT

The Work in this section shall include all labor, materials, and equipment required to complete all asphalt paving Work as specified in these specifications. Work for Hot Mix Asphalt (Type A) shall conform to Section 39 "Asphalt Concrete" of the **2018 Edition** of the State Standard Specifications, these Technical Specifications and as directed by the Engineer.

Materials

All conventional hot mix asphalt shall be Type A, 3/4" max medium gradation.

All asphalt shall have mix design binder grade of PG 64-16.

Submittals

A Job Mix Formula (JMF) shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than fourteen (14) Calendar Days prior to any scheduled asphalt concrete Work. Mix designs submitted for review shall have been performed within one (1) year from Notice to Proceed. Certificates of Compliance shall be furnished to the Engineer with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the certificate.

The Contractor shall submit to the Engineer a written construction plan for the Project. This plan shall include; sweeping and cleaning equipment, paving equipment and speed, breakdown and finish roller type, roller speed and number of passes required, amplitude and period of roller vibration (if used), and truck haul route, number of trucks and rate of material delivery. No paving shall be allowed until the written construction plan is submitted.

Finish Grade

1. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions, segregation, raveling or irregularities. When a straight edge 10 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which shall not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued and other acceptable equipment shall be furnished by the Contractor.
2. Finishing roadway shall conform to Section 22, "Finishing Roadway" of the State Standard Specifications. The entire roadway and Right-of-Way shall be left in a neat and presentable condition to the satisfaction of the Engineer.
3. If the finished surface of the asphalt concrete does not meet the specified surface tolerances, or the above conditions it shall be corrected by either 1) removal and replacement, or (2) placing an overlay of asphalt concrete. The method shall be selected by the Engineer after meeting with the Contractor. Corrective Work that would result in various patches shall not be accepted. The corrective Work shall be at the Contractor's expense.

Measurement and Payment

The Contract unit price paid per TON of HOT MIX ASPHALT (TYPE A) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in excavation, disposal of material, saw cutting if necessary, placement of asphalt concrete, complete in place, as shown on the plans and as directed by the Engineer, and therefore no additional payment shall be made.

The Contract unit price paid per TON of HOT MIX ASPHALT (TYPE A) – OVERLAY shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in excavation, disposal of material, saw cutting if necessary, placement of asphalt concrete, complete in place, as shown on the plans and as directed by the Engineer, and therefore no additional payment shall be made.

Full compensation for tack coat is included in the payment for the various asphalt pavements, and no additional payment shall be made.

Quantities of material wasted or disposed of in a manner not called for under the Contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the Contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the Work, shall not be paid for and such quantities shall be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

6. CLASS 2 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the State Standard Specifications and these Technical Specifications.

Aggregate base must be Class 2.

Measurement and Payment

The quantity of aggregate base will be paid for by the cubic yard from the dimensions shown on the Plans. The payment quantity does not include the volume of aggregate base used to fill low areas of the subgrade.

The contract unit price paid per CUBIC YARD for CLASS 2 AGGREGATE BASE includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in installing aggregate base, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

The contract unit price paid per CUBIC YARD for CLASS 2 AGGREGATE BASE - DIGOUT includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in installing aggregate base, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

SECTION 2 - Submittals

Prior to the start of work, the Contractor shall provide a separate submittal for each item identified below.

- a. Pollution Control Plan (PCP)
- b. Health and Safety Plan, including Covid-19 Safety Requirements
- c. Fire Safety Plan.
- d. Work Schedule

Submittals should be submitted with a transmittal form provided by the Contractor. All transmittal forms shall be sequentially numbered (X-1, X-2 etc). Submittals shall identify Project date, contractor, subcontractor, drawing and detail number and specification section number, as appropriate.

If a submittal is returned to the Contractor marked "NO EXCEPTIONS NOTED", formal revision and resubmission of said submittal will not be required. If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED", formal revision and resubmission of said submittal will not be required. If a submittal is returned to the Contractor marked "AMEND-RESUBMIT", the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer. If a submittal is returned to the Contractor marked "REJECTED-RESUBMIT", the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

SECTION 3 - Quality Assurance

- a. The Contractor shall certify in writing that foremen and workers on-site are experienced and knowledgeable in all elements of the work identified within this project.

SECTION 4 - Delivery, Storage, and Handling

The Contractor shall deliver materials as follows:

The Contractor shall deliver all materials as recommended by the manufacturer.

The storage of materials shall be as follows:

The Contractor be responsible for finding a suitable site.

SECTION 5 – Safety

The Contractor shall comply with all Federal, State, and Local applicable safety regulations and requirements.

SECTION 6 – Warranty

The District will prepare a schedule for remedial work completion, to be no more than thirty (30) calendar days after the submittal of the inspection report to the Contractor. Upon failure of the Contractor to commence remedial work within ten calendar days after the starting date established by the District, the District may at its option, retain another Contractor to perform the remedial work. The Contractor shall be liable for actual cost of all such remedial work plus a 20 percent District administrative cost.

SECTION 7– Quality Control

1. All work shall be performed in a neat and orderly fashion and to the satisfaction of the District.
2. Then contractor is required to provide Quality control in the form of materials testing and certifications, to the satisfaction of the District.

SECTION 8 - Environmental Conditions

1. Attention is directed to the Water Pollution Control Plan (WPCP) requirement, together with the General Notes on Sheet 2 of the Plans.
2. The Contractor shall take measures as necessary to prevent dust migration from the work area to adjacent properties.
3. The Contractor shall take such measures as are necessary to prevent erosion of soil within the work areas from entering adjacent properties.

SECTION 9 - Clean-Up

1. During the construction of the project improvements the Contractor shall keep the work areas neat and orderly. As a minimum, where work is being performed, shall be cleaned at the end of each working day. If the District determines that added cleanup is necessary, the Contractor shall comply with the District's directive at no additional cost to the District. Adequate cleanup will be a condition for recommendation of progress payments. The Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish. Wastes shall not be buried or burned on the site or disposed of in any streams or waterways. Final cleanup shall be performed by the Contractor once work on a section of the ditch is complete. All clean-up shall be to the satisfaction of the District.

Upon completion of the work, the Contractor shall make a detailed inspection of all work.

SECTION 10 - Measurement and Payment

1. Payment shall be made at the bid prices and shall be considered as full compensation for furnishing all labor, materials, tools, supplies, and services as required for proper completion of the work described in the following bid items, complete in place, and to the satisfaction of the Engineer.

Items of work or other services which the Contractor is required to supply, such as final clean-up or other incidental items, and which are not listed as separate bid items shall be included in the related bid items and shall be considered as paid in those items, whether or not specifically identified in the following descriptions. Also considered to be included in such costs are any costs associated with the repair of damage which may occur to existing improvements as a result of the Contractor's operations.

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Attachment 1

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROJECT: _____
PROJECT NO. ____ - ____

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the Georgetown Divide Public Utility District, a public utility district of the State of California (“District”) and _____, a _____, (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. The District’s Board of Directors (the “Board”) caused plans and specifications for the construction work herein described (“Project”), and did approve and adopt said plans and specifications (“Plans”), which are attached hereto as **Exhibit A**.

B. The District did publish a notice and invitation to submit sealed bids for the performance of the Project (“Invitation to Bid”), which is attached hereto as **Exhibit B**, on _____, 20XX, at the time and in the manner required by law and District policy.

C. The District also provided instructions for submitting bids on the Project (“Instructions for Bidders”) and the State Revolving Fund Requirements and Forms (“SRF Requirements”) [*if applicable*], which are/is attached hereto as **Exhibit C**.

D. The Contractor, in response to such Invitation to Bid, submitted to the District within the time specified in the Invitation to Bid and in the manner provided therein, a sealed Bid to perform the Project as specified in said plans and specifications, which the Board publicly opened and canvassed in the manner provided by law with other Bids submitted for the Project.

E. Contractor’s bid included a bid schedule (“Bid Schedule”), which is attached hereto as **Exhibit D**, and which sets forth details about Contractor’s completion of the Project, including extended costs for Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit E**, at the same time the Contractor submitted its bid.

G. Contractor’s bid included a list of subcontractors designated to perform specified portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit F**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certifications of qualification for Contractor and its Subcontractors on the Project, which are collectively attached hereto as **Exhibit G**.

I. Contractor was the lowest responsible bidder for the performance of the Project, and the Board, as a result of the canvass of said bids, determined and declared the Contractor as the lowest responsible bidder for the Project and award a contract therefore.

J. Contractor represents to District that it is a duly qualified firm experienced in the construction of water facilities.

K. In the judgment of the Board, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor's Bid, Contractor will complete the Project in accordance with the District's Plans and all other Contract Documents (defined below).

M. Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit H** ("Completion Schedule").

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bonds") on forms which are substantially similar to those which are attached hereto as **Exhibit I**.

O. District desires to retain Contractor to perform the Project in accordance with the District's General Conditions ("General Conditions"), attached hereto as **Exhibit J**, the District's general performance standards ("Performance Standards"), attached hereto as **Exhibit K**, and the terms and conditions set forth in this Agreement.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in the attached **Exhibit L**.

Q. Collectively, the Agreement along with Exhibits A through L comprise the contract documents ("Contract Documents")

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after District files a Notice of Completion with the County Recorder acknowledging completion of the Project (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of the Services until it has been given notice by District (“Notice to Proceed”).

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (“Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the District’s General Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within fifteen (15) calendar days of the Notice to Proceed, and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in Exhibit H Completion Schedule, damage will be sustained by the District, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to District as damages, the One Thousand Dollars (\$1,000.00) for each and every day the Project is delayed. The Parties

expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement is made. The District shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the District's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the District shall have the right to charge Contractor and to deduct from the any amount due or to become due to Contract, the actual cost to the District for legal, engineering, inspection, superintendence, loss of revenue due to water delivery interruptions, and other expenses, which are directly chargeable to the Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

Section 6. Payment. District shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in Exhibit D, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$ _____ total.
[Additional work to be completed at \$___ [per Square Foot]]

Section 7. Representations of Contractor. District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the performance standards provided in Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay

such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed within three (3) business days of notice by District that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the El Dorado County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including

apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

(i) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor shall post a copy of the current prevailing wage rate of per diem wages as determined by the Director of the Department of Industrial Relations at the job site.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and

address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

Section 9. Assurance of Performance. If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 11. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to District, and agrees to require its subcontractors to offer and agree to assign the District, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. and Prof. Code § 16700 *et seq.*), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 12. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 13. District's Termination without Cause. At any time, District may terminate the Agreement with or without cause by providing Contractor with five (5) business days' written notice of such termination.

Section 14. District's Termination in the Event of Contractor's Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the District may give notice to the Contractor and allow Contractor five (5) business days to correct such deficiency. The District, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the District may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 15. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 16. Worker's Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 17. Performance and Payment Bonds. Contractor shall, before commencing Services under this Agreement, file a performance bond and a payment bond (pursuant to Civil Code, Division 3, Part 4, Title 15, Chapter 7) with the District, each payable to the District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire Term of the Agreement at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation under this Agreement. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond required herein and surety hereby consents such alterations in any surety on said bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 18. Insurance Coverage: During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

“The Georgetown Divide Public Utility District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”

“The insurance provided herein is primary coverage to the Georgetown Divide Public Utility District with respect to any insurance or self-insurance programs maintained by District.”

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(b) *Builder’s Risk Insurance.* Contractor shall carry builder’s risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the Project. Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager.”

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers’ compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager.”

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(e) *Environmental Liability Insurance.* Contractor shall carry environmental liability insurance which includes coverage for sudden and accidental pollution arising out of handling hazardous materials or hazardous wastes, non-hazardous materials or non-hazardous wastes, that, when released to the environment, violate regulatory standards of federal, state, or local government.

(f) *Documentation.* The following documentation shall be submitted to District:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above (“Certificates”). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon District’s written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District’s request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the District, and shall contain standard separation of insured provisions.

(g) *Policy Obligations.* Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 19. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District’s elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”) from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and

description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

District may withhold from its payments to Contractor such amount as, in the District's opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. District's withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the District and District's Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 20. Notices. Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Georgetown Divide Public Utility District
6425 Main Street
Georgetown, CA 95634
Attention: General Manager
Tel: (530) 333-4356

With courtesy copy to: Churchwell White LLP
1201 K Street, Suite 710
Sacramento, California, 95818
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Contractor: _____

Section 21. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Plans and Specifications
Exhibit B:	Invitation to Bid
Exhibit C:	Instruction for Bidders and SRF Requirements
Exhibit D:	Bid Schedule
Exhibit E:	Bid Guarantee
Exhibit F:	Designation of Subcontractors
Exhibit G:	Certifications of Qualification
Exhibit H:	Completion Schedule
Exhibit I:	Payment and Performance Bonds
Exhibit J:	General Conditions
Exhibit K:	Performance Standards
Exhibit L:	Abbreviations and Definitions

Section 22. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the District pursuant to section 4(b).

Section 23. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

(g) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to District under this Agreement.

(j) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(p) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Contractor as of the Effective Date.

DISTRICT:

Georgetown Divide Public Utility District, a public utility district of the State of California

By: _____
Adam Coyan, General Manager

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, General Counsel

CONTRACTOR:

_____, a _____

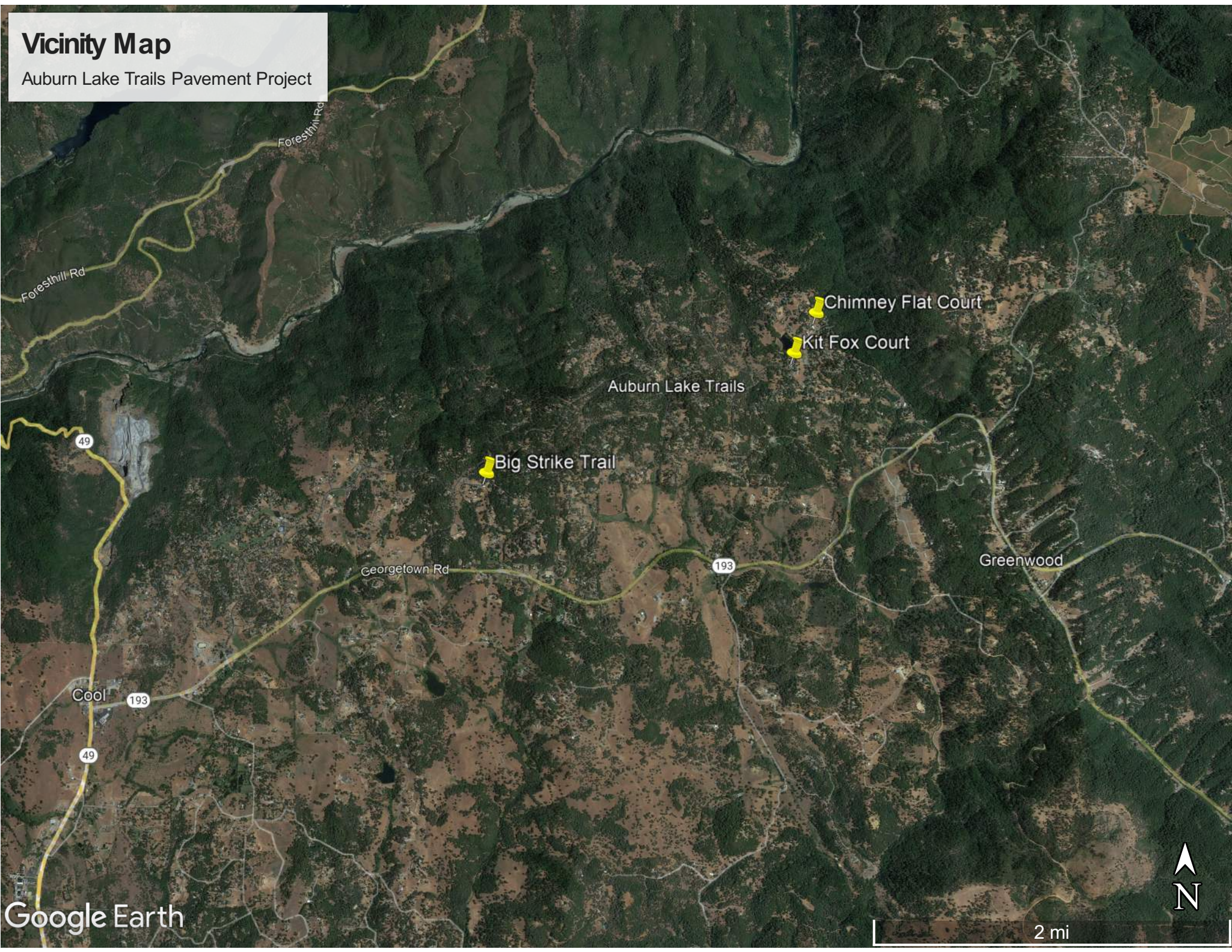
By: _____
_____, _____

Date: _____

Attachment 2

Vicinity Map

Auburn Lake Trails Pavement Project



Project Area

Big Strle Trial - 230 SY

Big Strike Trail



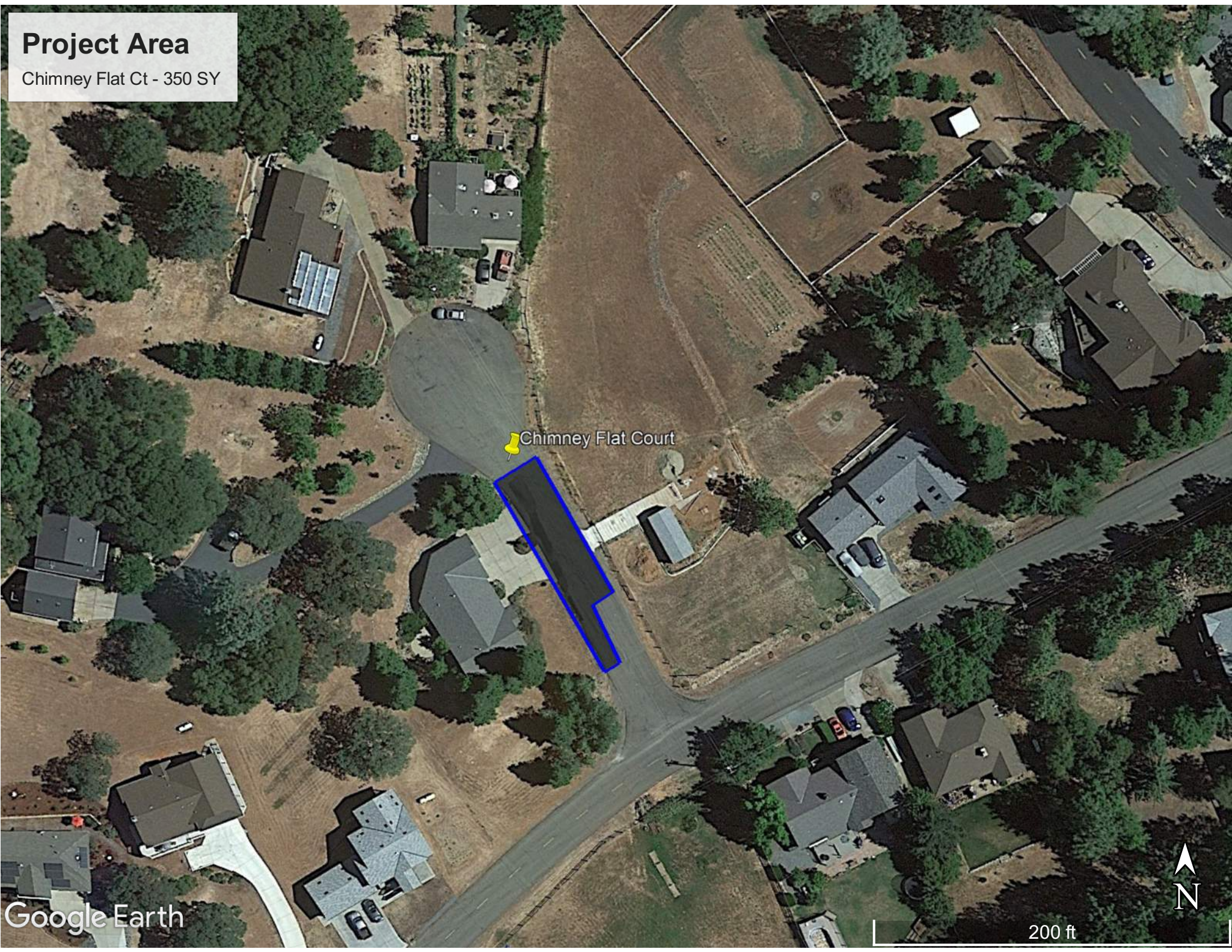
Project Area

Chimney Flat Ct - 350 SY

Chimney Flat Court

Google Earth

200 ft



Project Area

Kit Fox Court - 560 SY

Kit Fox Court



RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS
FOR THE AUBURN LAKE TRAILS PAVING PROJECT

WHEREAS, the Auburn Lake Trails Subdivision (ALT) encompasses an area of approximately 2,500 acres and approximately 1,000 of the District's 3,800 customers reside in ALT with significant infrastructure demand; and

WHEREAS, in 2021, the District repaired a total of 26 line breaks, which often cause the scouring of road base and the compromising of the integrity of paved surfaces; and

WHEREAS, three (3) areas were identified by the ALT management staff and reported to the District as needing pavement repairs due to the line break repairs; and

WHEREAS, the FY 2021/2022 Capital Improvement Plan (CIP) included \$100,000 to complete these paving projects; and

WHEREAS, Staff has provided a Request for Proposals (RFP) to complete this project for the Board's review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the issuance of the RFP for the ALT Paving Project is hereby approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the twelfth day of April 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

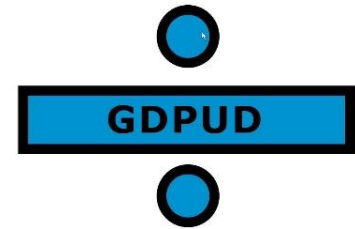
Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this twelfth day of April 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 12, 2022
AGENDA ITEM NO. 10.F.**



AGENDA SECTION: NEW BUSINESS

**SUBJECT: CONSIDER APPROVING THE IMPLEMENTATION OF AND
SUBSCRIPTION TO THE CARTEGRAPH OPERATIONS
MANAGEMENT SYSTEM (OMS), ASSET MANAGEMENT
SOFTWARE SOLUTION**

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The Board of Directors approve a Capital Improvement Plan (CIP) each fiscal year that identifies projects that improve District infrastructure and general operations. On September 14, 2021, the Board of Directors approved the 2021/2022 CIP that allocated funds for *Asset Management* and the District lacks a large scale asset/operations management program to track, maintain and depreciate infrastructure for planned replacement.

DISCUSSION

The District employs a large range of assets to deliver reliable clean drinking water, seasonal non-potable water and wastewater services. Assets range from two three-million-gallon treatment plants, 70-miles of conveyance canals and distribution system, to equipment and supplies utilized to keep the system operating. Numerous software solutions are available on the market to meet the needs of the District which generally include more than just asset management. Additional services include work and service order management, inventory and short-term/long-term budget planning features. Software solutions use proprietary technology and do not have standardized features; therefore, the typical Request for Proposal (RFP) was not utilized for software procurement. Alternatively, District staff including the General Manager evaluated a total of four software solutions based District needs outlined in the table on the following page:

	Tyler Asset Maintenance	Ziptility	Utility Cloud	Cartegraph
Hierarchy Asset Management	Yes	Limited	Yes	Yes
Tyler Incode Integration (Service Order Management)	No	No	No	Yes
ESRI GIS Communication	One Time Upload	One Time Upload	One Time Upload	Continuous
Work Order Management	Yes	Yes	Yes	Yes
One-Way SCADA Integration	No	No	No	Yes
Underground Service Alert	One-Time Notification	No	One-Time Notification	Full Integration
Mobile Application	Yes	Yes	Yes	Yes
Customizable Equipment Logs	Yes	Yes	Yes	Yes
Short/Long Term Asset Management for Budgetary Purposes	Yes	Limited	Yes	Yes
Inventory Management	Yes	No	No	Yes
Vehicle Maintenance Tracking and Fuel Management Integration	Yes/Yes	Yes/Yes	Yes/No	Yes/Yes

All software solutions would greatly improve District operations, short- and long-term planning and asset management. However, specific features offered by Cartegraph allow for existing District services to integrate seamlessly and allow for increased efficiency and cost tracking. Cartegraph information package is included as Attachment 1.

FISCAL IMPACT

The cost for implementation and one year subscription service totals \$50,100. Annual subscription service totals \$16,350 and would increase by approximately three percent annually. Funds for this project were allocated in the 2021/2022 CIP update. The Resolution is included in Attachment 2.

CEQA/NEPA ASSESSMENT

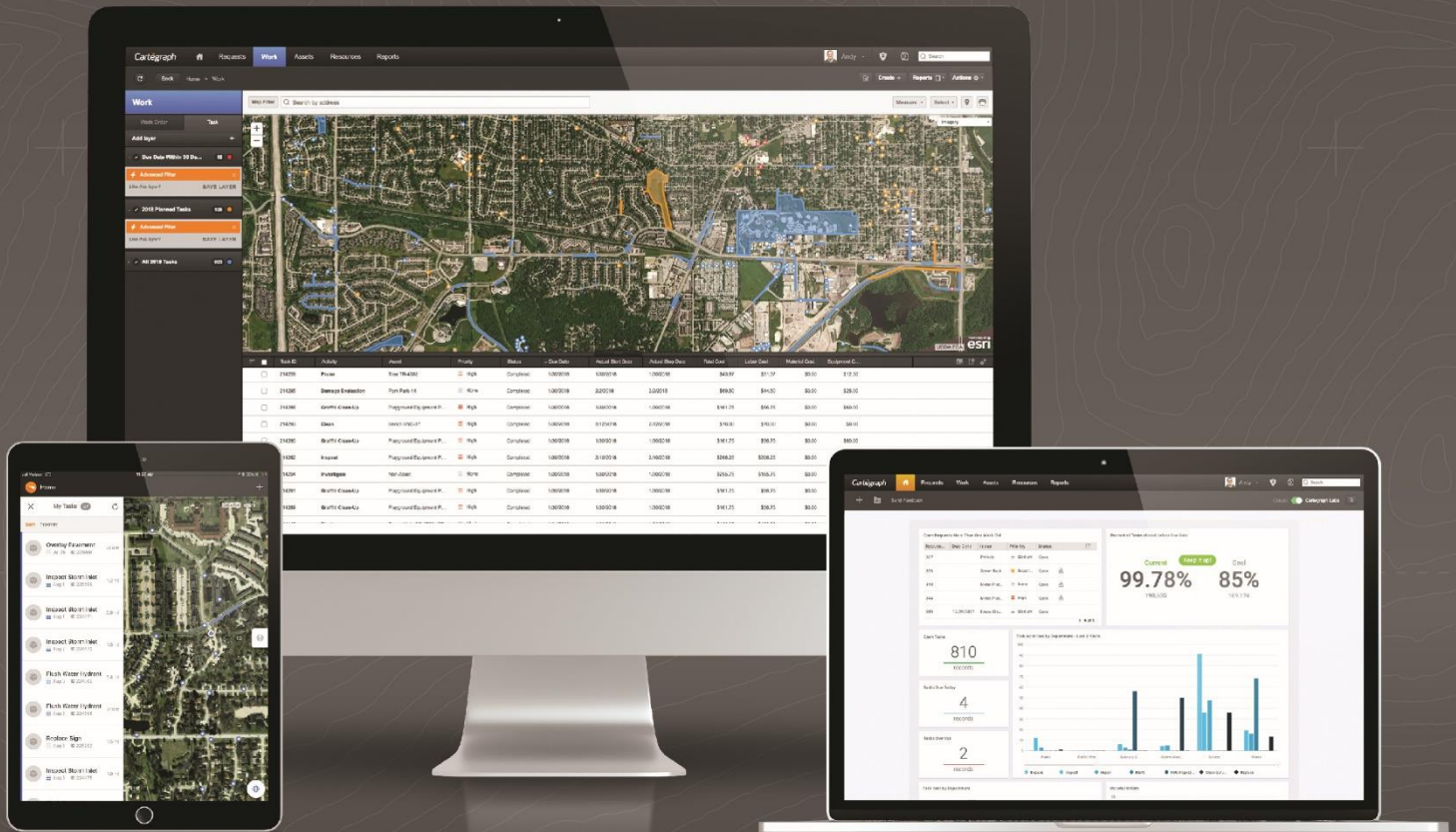
There is no CEQA/NEPA action required for asset management software solution.

RECOMMENDED ACTION

Staff recommends that the Board direct staff to implement the Cartegraph Asset Management Software Solution.

ATTACHMENTS

1. Cartegraph – Operations Management System for GDPUD
2. Resolution 2022-XX Approving Implementation of Cartegraph OMS



CARTEGRAPH OPERATIONS MANAGEMENT SYSTEM (OMS)

AN OVERVIEW OF THE CARTEGRAPH OMS SOLUTION FOR GEORGETOWN, CA

Prepared by Cartegraph Systems, LLC. (Cartegraph)

WHY CARTEGRAPH?

Cartegraph builds safer, more resilient, and more sustainable communities through better stewardship of our buildings and infrastructure. We recognize that everything from the competitiveness of our economy to the safety of our families depends on the health of our infrastructure. When our customers are better stewards of that infrastructure, we get safer and more useful roads, bridges, buildings, playgrounds, and water supplies. This strengthens our local communities and, in turn, makes our country stronger and more sustainable, solidifying a better future for all of us.

We partner with our customers to build high-performance government by focusing on five key tenets:

1. Effective teams
2. Efficient processes
3. Measurable, actionable results
4. Clarity and accountability
5. Community engagement

VISION STATEMENT

"Cartegraph builds safer, more resilient and sustainable communities through better stewardship of buildings and infrastructure."

MISSION STATEMENT

"Cartegraph's goal is to optimize the performance of every infrastructure asset—indoors, outdoors, above and below ground."

COMPANY HISTORY

Cartegraph Systems LLC. (Cartegraph) started in Dubuque, Iowa in October 1994, offering asset management software for signs and supports for local governments. As its customer base has grown over the last 26 years to more than 675 clients worldwide, it continues to help build safer, stronger, and more sustainable communities to manage the expanding and aging infrastructure used every day by millions. As the world has gone from floppy disks to secure databases and servers, so has Cartegraph. Our secure GovCloud storage options and secure customized on-premises deployments have helped hundreds of our customers protect and store crucial information on the operations and infrastructure related to millions of their assets. All of our software is built to store this crucial information with a secure, GIS-centric Esri integration. This lets all our customers see more with the power of Esri and build stronger, safer, and more sustainable communities with Cartegraph.

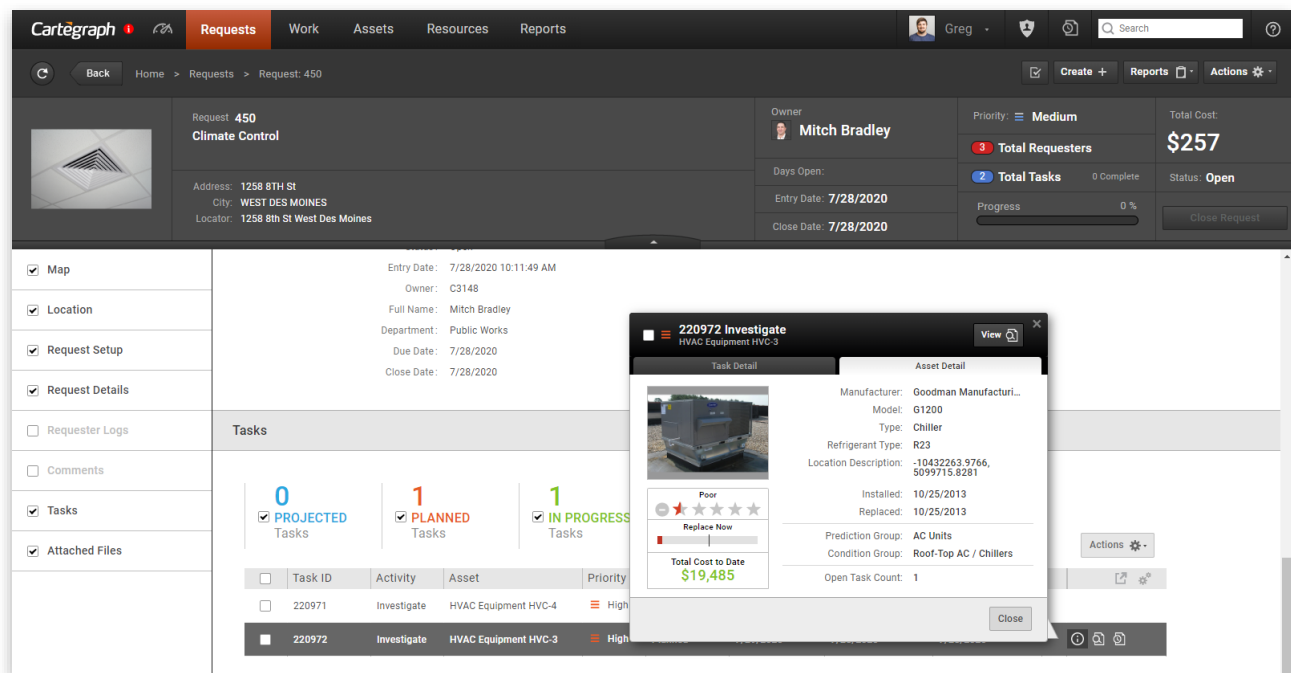
WHAT TYPES OF OPERATIONS WILL IT MANAGE?



REQUEST MANAGEMENT

Cartegraph can accept requests from multiple sources and can intake both internal and external requests. There are several ways to enter a request. Requesters can submit requests online or via a smartphone (Apple or Android) application with the use of third-party Citizen Request Management Platforms, which can be seamlessly integrated with the Cartegraph OMS Solution. Staff can create new requests to address incoming phone calls under the Request section of Cartegraph's OMS. When documenting a new call, staff can review caller history as well as the location and details of similar requests. Instead of creating duplicate requests, staff can add new requesters to existing issues in one click. Requests can be completed (or routed) through a work order to completion.

All incoming requests are routed to the request section of Cartegraph OMS. Staff can review the requests, assign work to them, and the request can be tracked through completion. Notifications can be set to automatically notify requesters when a request has been received and completed. You can also filter the notifications to reflect desired information such as high-priority requests or work.



The screenshot displays the Cartegraph Request Management interface. The top navigation bar includes 'Requests', 'Work', 'Assets', 'Resources', and 'Reports'. The main content area shows a request for 'Climate Control' (Request 450) at '1258 8TH ST, WEST DES MOINES'. The request is assigned to Mitch Bradley and has a priority of Medium. The total cost is \$257. The request is currently 'Open' with 0 complete tasks and 2 total tasks. The entry date is 7/28/2020, and the close date is also 7/28/2020. The interface includes a sidebar with navigation options like 'Map', 'Location', 'Request Setup', 'Request Details', 'Requester Logs', 'Comments', 'Tasks', and 'Attached Files'. The main task list shows two tasks: '220971 Investigate HVAC Equipment HVC-4' and '220972 Investigate HVAC Equipment HVC-3'. A modal window for task 220972 provides detailed information about the asset, including manufacturer (Goodman Manufacturing), model (G1200), type (Chiller), refrigerant type (R23), location description, installation and replacement dates (10/25/2013), and prediction/condition groups (AC Units, Roof-Top AC / Chillers). The total cost to date for this task is \$19,485.

Figure Above: Cartegraph Request view of a climate control request related to an HVAC system in a facility.



WORK MANAGEMENT

Cartegraph's Work management functionality lets you reduce paperwork and optimize how work is completed. Using the Cartegraph One mobile app, field workers can see assigned tasks for the day and new tasks in real-time on an esri map. All materials, resources, and labor hours related to a task, whether it's installing a sign or cleaning one, is all done right in the app. Less time spent on paperwork gives teams more opportunities to work on other important projects.

Some of those projects might be preventative maintenance plans like crack-sealing, cleaning, or oil changes. All of which can be automated based on periodic increments to ensure all of your assets are in top condition.

Not only will your infrastructure stay in great condition longer, but everyone who uses the infrastructure you manage will be safer and happier. With all records digitally managed on when the install or repair dates provide your organization with added protection against costly lawsuits and peace of mind knowing exactly how their work is making a difference. Plus, all of this work can be viewed at different levels in a calendar view to see what upcoming workdays and weeks look like if other work comes up or weather delays one of your projects.

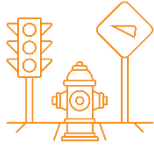
The screenshot displays the Cartegraph Work Management interface. The top navigation bar includes 'Requests', 'Work', 'Assets', 'Resources', and 'Reports'. The 'Work' section is active, showing a map with various task markers. A task detail window is open for '215704 Replace Sign SGN-484'. The task details include:

- Total Cost to Date:** \$3,415 (Avg: \$185, Diff: \$3,230)
- Priority:** High
- Status:** Completed
- Actual Start Date:** 2/13/2020
- Actual Stop Date:** 2/13/2020
- Address Number:** 3133
- Street:** GILES ST
- City:** WEST DES MOINES

The task is assigned to three laborers: Brant Scheideck, Jim Krausman (6 hours), and Quint Pertzsch (5 hours). Below the map, a table lists related tasks:

Task ID	Street	Activity	Asset	Priority	Status	Actual Stop Date	Labor Cost	Material Cost	Total Cost
215704	GILES St	Replace	Sign SGN-484	High	Completed	2/13/2020	\$117.03	\$443.80	\$3,414.88
ADA-Inst-691	PROSPECT Ave	Install	ADA Ramp ADA-694	Medium	Completed	8/14/1990	\$202.00	\$246.00	\$812.00
213616	Orchard Drive	Replace	Sign SGN-541	High	Completed	11/5/2017	\$165.00	\$1,400.00	\$1,990.00
215951	26TH St	Replace	Sign SGN-580	Important	Completed	8/6/2020	\$35.00	\$1,214.15	\$1,269.15

Figure Above: an overview of a stop sign replacement task on the map with other related Walkability Domain Tasks.



ASSET MANAGEMENT

Asset management functionality provides the capability to track any type of asset including signs, signals, pavement segments, hydrants, sewer mains, storm pipes, fleet, facilities, and many more. Asset applications include asset-specific fields and functionality. The Signs application, for example, includes a MUTCD library with codes, descriptions, background colors, legend colors, and default images. All asset applications also integrate with Cartegraph's work management functionality to associate work activities, costs, and resources. Key features include:

- Uniquely identify and quickly create any asset.
- View asset connectivity.
- View map layers of assets and drill down to see additional detail.
- Document inspection results and calculate asset condition.
- Estimate the remaining life of assets.
- View graphs of the actual and predicted performance of individual assets.
- Review cost to maintain assets based on completed work.
- Add and view attachments.
- View asset details to see an automated total cost to maintain an asset.
- Use container/component relationship to manage assets within assets. Examples include parks with equipment, athletic fields, facilities, monuments, and landscape features.
- Set up preventative maintenance schedules on assets to trigger work automatically based on condition, time, and usage.

The screenshot displays the Cartegraph Asset Management interface. The top navigation bar includes 'Requests', 'Work', 'Assets', 'Resources', and 'Reports'. The 'Assets' section is active, showing a map view of facility domain assets. A detailed view of an administrative building (FAC-3) is shown, including its location, condition, and cost information.

Asset Type	ID	Street	Estimated OCI	Inspected OCI	Criticality Factor
Facility	FAC-3	Office Park Rd	65.36	70	3
Facility	FAC-4	8TH St	74.53	86	3
Facility	FAC-5	8TH St	69.46	85.67	2
Facility	FAC-6	Office Park Rd	81.25	88.33	1
Facility	FAC-7	8TH St	80.45	88.33	1
Facility	FAC-8	8TH St	73.61	79.67	1

Figure Above: Asset Management: View of an administrative building overview with facility domain assets.



RESOURCE MANAGEMENT

Resource management functionality allows you to manage labor, equipment, materials, and vendor information. Track attribute, rate, and historical information for each. Apply these resources to your work activities for accurate cost accounting. Key features:

- Load multiple rates for an individual resource. For example standard rate and overtime rate.
- Manage purchasing and inventory information for materials.
- Track quantity-on-hand automatically decremented based on materials used. System-generated notifications can remind staff when a material has hit its user-defined reorder point.
- Specify inventory method LIFO, FIFO, Least Expensive, or Most Expensive.
- Identify vendor price quotes and set primary vendor as default price when stocking material.
- Track equipment warranty information.
- Track employee history including certifications, training, and other key events.
- Manage equipment like other assets – including preventative maintenance schedules and a Vehicle Replacement Rating (VRR) for current equipment condition.

ID	First Name	Last Name	Title	Department	Work Phone	Mobile Phone	Hire Date
1995	John	Petrucci	Crew Leader	Plant Operations	555-555-5555	222-222-2222	1/1/1999
C3133	Dave	Hawkins	Plumber	Plant Operations	555-555-5555	333-333-3333	1/1/1994
8	Michelle	Kluesner	Department Director	Public Works	800 688 2656	800 688 2656	6/17/1985
16	Justin	Gonner	Field Services	Public Works	800 688 2656	800 688 2656	7/15/1974
20	Andy	Burchardt	Engineer	Public Works			
5	Quint	Pertzsch	Department Director	Public Works			
17	Ned	Rich	Technician	Public Works			
C4211	Jennifer	Kuntz	Engineer	Public Works			
22	Ben	Skemp	Crew Leader	Public Works			
2113	Ed	Vanhallen	Technician	Public Works			
27	Jamie	Birkett	Engineer	Public Works			
3	Todd	Henderson	Field Services	Public Works			
C4210	Paul	Madrid	Field Services	Public Works			
19	Heather	Henderson	Technician	Public Works	(555)555-5555	(555)555-5555	9/1/1967
C3198	Christina	Clark	Field Service Manager	Public Works	555-555-5555	333-333-3333	1/1/1994
C3212	Kent	Hartsfield	Field Services	Public Works	555-555-5555	333-333-3333	1/1/1990
21	Hillary	Dreweilow	Technician	Public Works	555-5555	555-5555	11/10/1999
10	Jared	Kasten	Engineer	Public Works	800 688 2656	800 688 2656	6/9/1967
14	Kip	Bontemps	Crew Leader	Public Works	800 688 2656	800 688 2656	6/23/1979

Figure Above: Cartegraph Resource Manage view of all Employees with an overview of a selected employee and his open tasks and cost the last 30 days.



Sanitary Sewer Domain

Cartegraph's Sanitary Sewer Domain expertise allows users to:

- Proactively inspect sewers using attached CCTV footage with automated follow-up tasks in cartegraph to avoid overflows and breaks.
- Work from anywhere with an easy-to-use in the field mobile app for iOS and Android to quickly create, track, and complete work, all in the field.
- Integrate other vital systems like sewer utility billing, fueling systems, and more.

Asset Type	ID	Street	Estimated OCI	Inspected OCI	Criticality Factor
<input checked="" type="checkbox"/> Sewer Property	SP-13	MILLS CIVIC Park...	85.45	93.88	2
<input type="checkbox"/> Sewer Lateral	L-15539	MAPLE Circle	72.25	93.67	2
<input type="checkbox"/> Sewer Lateral	L-14630	13TH St	63.86	93.67	2
<input type="checkbox"/> Sewer Lateral	L-14601	18TH St	25.46	93.67	2
<input type="checkbox"/> Sewer Lateral	L-17834	ASHWORTH Road	20.99	93.67	2
<input type="checkbox"/> Sewer Lateral	L-14604	ALL-STATE Court	11.51	93.67	2

Figure Above: Cartegraph View of sewer mains, laterals, and properties on top of an esri soils basemap.

The Sanitary Sewer Domain includes the following assets:

- Cleanouts
- Facilities
- Force Mains
- Laterals
- Mains
- Manholes
- Pumps



Water Distribution Domain

Cartegraph's Water Distribution Domain expertise allows users to:

- Save costs using Cartegraph's built-in automated preventative maintenance schedules based on custom asset lifecycles based on the unique wear and tear water has on assets.
- Keep their communities safe with accurate condition information for every part of their water network.
- Quickly generate compliance reports for local, state, and federal laws saving time.

The screenshot displays the Cartegraph Work Management interface. The top navigation bar includes 'Requests', 'Work', 'Assets', 'Resources', and 'Reports'. The 'Work' tab is active, showing a map of a city grid with various hydrant locations marked. A task list is visible at the bottom, and a detailed asset view for '224464 Flush' is open on the right.

#	Task ID	Activity	Asset	Priority	Status	Estimated Start Date	Total Cost
<input type="checkbox"/>	224467	Flush	Water Hydrant HYD-574	Medium	Planned	5/9/2019	\$0.00
<input type="checkbox"/>	224477	Flush	Water Hydrant HYD-566	Medium	Planned	5/10/2019	\$0.00
<input type="checkbox"/>	224466	Flush	Water Hydrant HYD-538	Medium	Planned	5/10/2019	\$0.00
<input checked="" type="checkbox"/>	224464	Flush	Water Hydrant HYD-535	Medium	In Progress	5/9/2019	\$52.50
<input type="checkbox"/>	224470	Flush	Water Hydrant HYD-567	Medium	In Progress	5/8/2019	\$55.00
<input type="checkbox"/>	225953	Flush	Water Main WM-1349	None	Completed	5/20/2019	\$4.88

Asset Detail for 224464 Flush (Water Hydrant HYD-535):

- Model: SUPER CENTURION
- Bonnet Color: Red
- Street: 67th St
- Location Description: PipeID: WM-1238 417 67th St WEST DES MOINES, 50265 Water
- Installed: 6/16/1989
- Replaced: 6/16/1989
- Prediction Group: Red Top
- Condition Group: Red Bonnet
- Open Task Count: 1

Condition: Good (2 Years and 1 Month LUL)

Total Cost to Date: \$1,599

Figure Above: Work Management Task view of Water Hydrant flush tasks with a high-level asset detail view of a hydrant.

The Water Distribution Domain includes the following assets:

- Backflows
- Facilities
- Hydrants
- Laterals
- Mains
- Meters
- Pumps
- Storage Tanks
- Valves



Water Treatment Plant Domain

Cartegraph's Water Treatment Plant Domain expertise allows users to:

- Track all of the resources and labor for every repair or maintenance task done to help budgeting for future improvements with confidence.
- Build data-driven operations with the container-component relationship to monitor costs and conditions in a building by building view.
- Easily show compliance and reporting year after year with live dashboards and fast in application reporting, saving them time to work on other projects.

ID	Asset Type	Street	Inspected OCI	Criticality Fact.	Estimated OCI
5	WTP Motor	Railroad AVE		1	87.23
6	WTP Motor	Railroad AVE		1	87.23
7	WTP Motor	Railroad AVE		1	87.23
10	WTP Structure	Railroad AVE		1	99.62
11	WTP Structure	Railroad AVE		1	
12	WTP Structure	Railroad AVE	65	1	41.49

Figure Above: Water Treatment Plant Asset View showing the layered assets inside of a plant with a high-level detail view of an electrical pump asset showing its condition, costs, and other high-level information at a glance.

The Water Treatment Plant (WTP) Domain includes the following assets:

- WTP Blowers
- WTP Compressors
- WTP Electrical Generator
- WTP Facilities
- WTP Floors
- WTP HVAC Equipment
- WTP Instrumentation
- WTP Motors
- Water Treatment Plants
- WTP Processes
- WTP Pumps
- WTP Screens
- WTP Structures



SAFETY & SECURITY

Cartegraph uses Amazon Web Services (AWS), the top data center infrastructure in the nation, to host its cloud products. The AWS cloud infrastructure is among the most flexible and secure cloud computing environments available. It provides a reliable and scalable platform that enables you to deploy applications quickly and securely. It is also designed for high-density cloud computing environments. All data is encrypted and de-duplicated between the user and the data center through multiple distribution paths to ensure reliable, uninterrupted access 24 hours a day, seven days a week, 365 days a year.

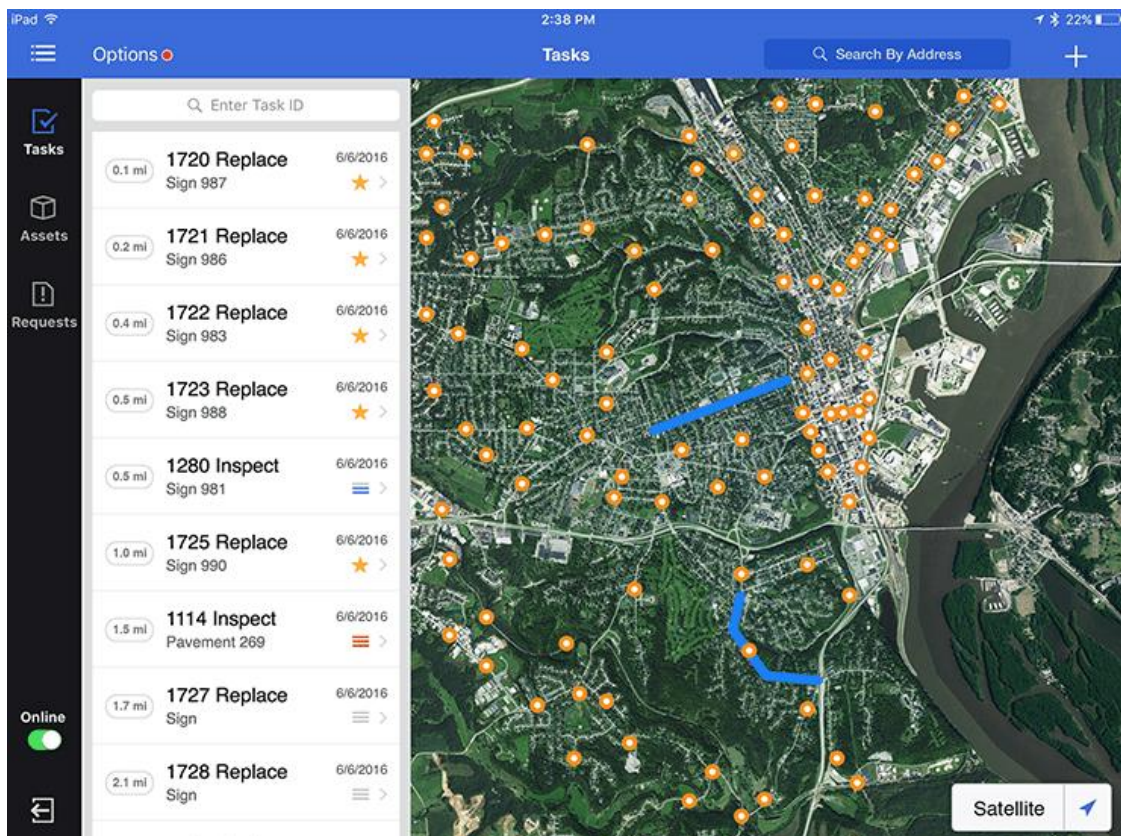
With Cartegraph OMS, users have access to the security provided by the AWS GovCloud. GovCloud gives government customers and their partners the flexibility to architect secure cloud solutions that comply with the FedRAMP High baseline; the DOJ's Criminal Justice Information Systems (CJIS) Security Policy; U.S. International Traffic in Arms Regulations (ITAR); Export Administration Regulations (EAR); Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) for Impact Levels 2, 4 and 5; FIPS 140-2; IRS-1075; and other compliance regimes.



Severs in the AWS GovCloud (US-East) and (US-West) Regions are operated by employees who are U.S. citizens on U.S. soil. AWS GovCloud (US) is only accessible to U.S. entities and root account holders who pass a screening process ensuring a safe and secure location for all of your valuable infrastructure data in Cartegraph OMS.

CAN IT WORK WITH MOBILE DEVICES?

Cartegraph provides options for mobile access. Field staff can use devices such as a Windows laptop or tablet to experience the full, desktop interface. Devices such as an Apple iPad, an iPhone, or an Android device can be used to take advantage of a worker-focused mobile interface. When using a device with GPS capabilities, users can identify their current location on the map and leverage that information to accomplish tasks such as creating assets or identifying nearby work. All mobile devices can be used in a real-time, always-connected state. External internet access is required. Options include Wi-Fi and/or cellular data plan. Data is not stored directly on the device but is transmitted via HTTPS (Hypertext Transfer Protocol Secure).



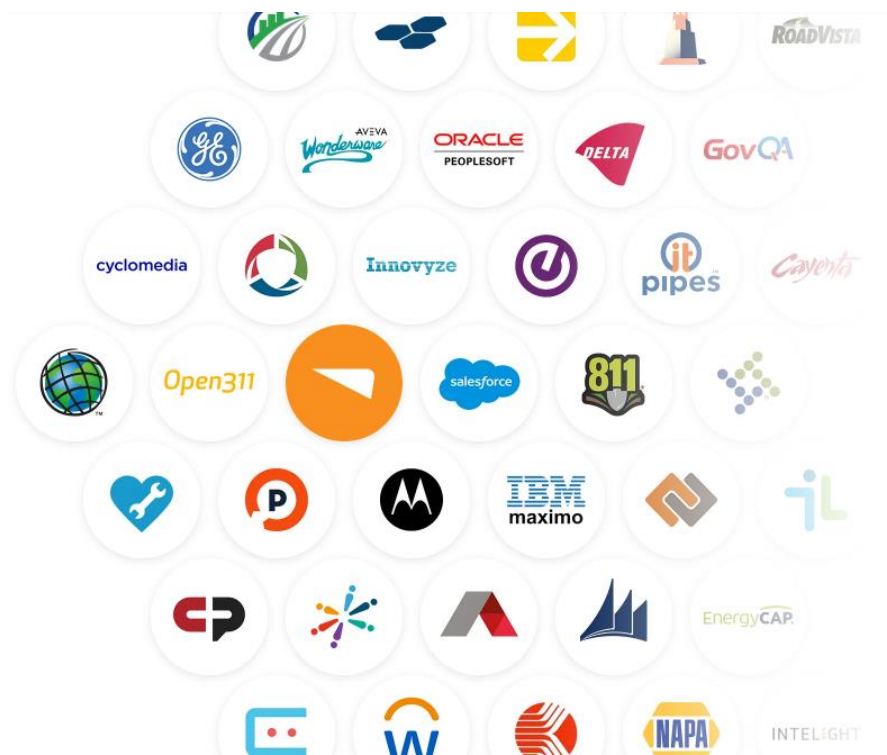
Pictured Above: Cartegraph One Replace Sign tasks assigned to a fieldworker

An optional capability is to use a device in offline mode. A user can view, complete, and create new tasks and also enter labor, equipment, materials, and other resources—and yet complete asset inspections. All work data is recorded and will be updated and saved in Cartegraph once users are back online. The Cartegraph One App for Android and iPhone devices is focused on field worker workflows. To easily identify and complete their tasks, users can see where they are compared to their assigned work. Switch from Task view within OMS to Asset view to see asset location and details and generate new work tasks for selected assets.

DOES IT WORK WITH OUR OTHER SYSTEMS?

Cartegraph takes a consultative approach to 3rd party solution integration. In over 20 years of experience providing integration, we've learned the best solution requires a detailed review of your organizational workflows and needs. Although we provide 'standard' integration options for systems with common functions and patterns, these solutions are often adjusted to meet your unique workflow. Before implementing an integration, or providing a 'canned solution', we find the most success in a review of existing workflows and requirements to reduce waste and take advantage of workflow efficiencies and standard software functionality where possible. Third-party integration is most productive after such a review.

Cartegraph provides several options for integration. We believe integrations or interfaces between specialized systems provide the best overall solution to your organizational needs. As such, we've created multiple key framework-level elements of our software to support integration across a wide spectrum of third-party software and technology. First, with Cartegraph's Advanced User extension, we provide access to our RESTful API. Your software engineers can use this API to integrate with any third-party system that provides an API or another mechanism for integration. If your staff doesn't include software engineers, Cartegraph can provide integration services.



Not all legacy software solutions provide API support. To address this, Cartegraph also offers standard import/export functionality, which can read data from any comma-delimited file or via the Open Database Connectivity (ODBC) standard. Import/Exports can be run manually or on an automated basis to support a wide variety of integration. These automated data transfers often meet and exceed our clients' need for data integration. Additional workflow discussion and scoping exercises are required to provide an exact cost for integrations. The list of integrations Cartegraph supports can be found online [Cartegraph's integration page](#).

WHAT TRAINING AND SUPPORT ARE OFFERED?

CARTEGRAPH TECHNICAL SUPPORT

Technical Support can be a dreaded call, but it does not have to. At Cartegraph we provide a dedicated team of professionals to answer your call the first time through, not the tenth. We pride ourselves as a friendly support group and, if you call on any regular basis, you will likely get to know the support staff by name, making it that much easier for you to communicate questions and concerns.

Cartegraph provides Technical Support for all Cartegraph products through our Iowa-based Technical Support team which troubleshoots and provides resolution for Cartegraph software-related issues. Technical Support is available from 8 am to 8 pm ET and is accessible via phone and email channels.

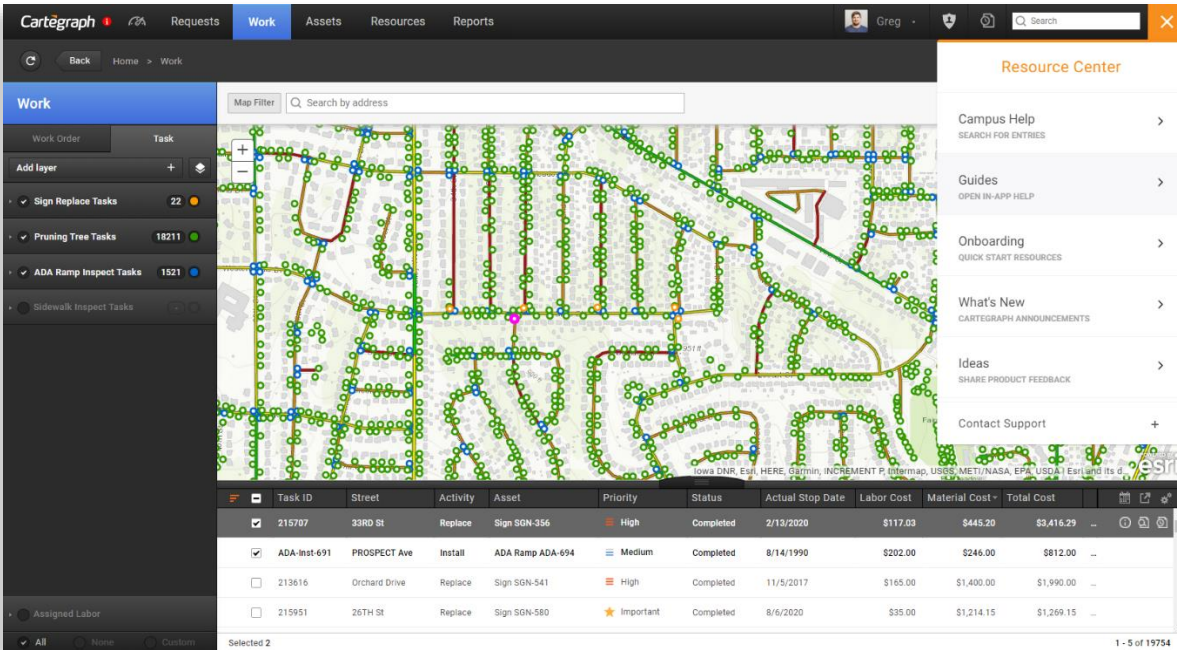
Support includes three levels of technical experts as well as a channel to Cartegraph's software engineer team for an in-depth assessment of any technical issues. Our Standard Support resolution guidelines include:

- A 97% live call (pick up) rate.
- 70% of all issues are solved within one business day.
- Other guidelines listed in the table following

	SEVERITY LEVEL HIGH	SEVERITY LEVEL NORMAL	SEVERITY LEVEL LOW
Situation	System down or other dire situation	Important issue but major system functions operational, system is not down	Minor Issue
Initial Contact	Direct Voice Connect or response within 6 hours	Direct Voice Connect or within 1 business day response back	Direct Voice Connect or next business day response back
Follow-up	Within 12 hours	Within 48 hours	Within 5 business days
Resolution	85% of cases resolved within 24 hours	80% of cases resolved within 3 – 5 business days	95% of cases resolved within 14 business days

ONLINE TRAINING TOOLS

Cartegraph's online and always available training and resource center, Cartegraph Campus, is included with the annual Cartegraph subscription. With Cartegraph Campus (<https://campus.cartegraph.com/>) you can access hundreds of training videos, how-to guides, help articles, and more. To make things even easier, Cartegraph's Resource Center gives staff this ability right inside Cartegraph OMS as seen below.

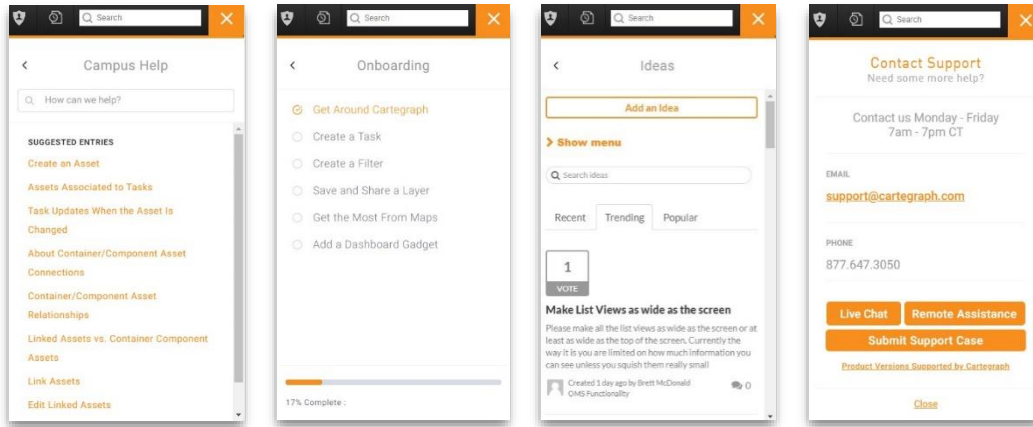


The screenshot displays the Cartegraph OMS interface. The top navigation bar includes 'Requests', 'Work', 'Assets', 'Resources', and 'Reports'. The 'Work' tab is active. On the left, a sidebar shows task categories: 'Sign Replace Tasks' (22), 'Pruning Tree Tasks' (18211), 'ADA Ramp Inspect Tasks' (1521), and 'Sidewalk Inspect Tasks'. The main area features a map with a search bar and a task list table. The 'Resource Center' sidebar on the right contains links for 'Campus Help', 'Guides', 'Onboarding', 'What's New', 'Ideas', and 'Contact Support'.

Task ID	Street	Activity	Asset	Priority	Status	Actual Stop Date	Labor Cost	Material Cost	Total Cost	
<input checked="" type="checkbox"/>	215707	33RD St	Replace	Sign SGN-356	High	Completed	2/13/2020	\$117.03	\$445.20	\$3,416.29
<input checked="" type="checkbox"/>	ADA-Inst-691	PROSPECT Ave	Install	ADA Ramp ADA-694	Medium	Completed	8/14/1990	\$202.00	\$246.00	\$612.00
<input type="checkbox"/>	213616	Orchard Drive	Replace	Sign SGN-541	High	Completed	11/5/2017	\$165.00	\$1,400.00	\$1,990.00
<input type="checkbox"/>	215951	26TH St	Replace	Sign SGN-580	Important	Completed	8/6/2020	\$35.00	\$1,214.15	\$1,269.15

Within the Resource Center, not only can users search or select from recommending entries, but they can also:

- Search for Help on a Question
- View In App Specific Guides
- Quick Start Guides
- See Cartegraph Announcements
- Share Product Feedback
- Contact Support



Images Above (From Left to Right): Campus Help, QuickStart Onboarding Guide, Cartegraph Ideas Portal, Contact Support. All of which are available right inside Cartegraph OMS.

DEDICATED CUSTOMER SUCCESS TEAM

A dedicated Customer Success Team solely for the organization is included with Cartegraph. Their job is to help you meet existing goals and define new ones like:

- How much time are we spending on analyzing reports?
- How quickly can we respond to urgent issues?
- What is our engagement level with residents?
- Where else can we effectively manage costs?
- Are there areas we can reduce resources while improving quality?

Our Customer Success Team at Cartegraph can help create specific metrics, KPI reports, and Dashboards to continually monitor and answer all of these questions with ease. Helping communities and residents to have a safer, stronger, and more sustainable organization is Cartegraph’s area of highest concern and is why our Customer Success Team is here every step of the way.

OPTIONAL ADDITIONAL TRAINING & SUPPORT OFFERINGS

In addition to Cartegraph’s Technical Support, Training Tools, & Dedicated Customer Support Team; Cartegraph also offers ongoing support through Cartegraph Orange Advantage and customized training content through Cartegraph Engage. Both of these optional services are detailed in the paragraphs following.

Cartegraph Engage

With Cartegraph Engage, organizations using Cartegraph OMS can self-create customized in-application training and monitor utilization to ensure staff and process adoption. Using these tools, customers have the power to optimize the combination of people, processes, technology, and desired outcomes enabling them to effectively mature in their journey towards High-Performance Operations. With Cartegraph Engage, you can streamline onboarding, eliminate learning curves, boost engagement, and deliver training directly in Cartegraph OMS.

Cartegraph Engage lets organizations self-create unlimited amounts of customized training guides and content, such as video clips, images, documents, and tooltips, directly in your instance of OMS. Content and training guides can be segmented based on user roles (think field workers, office staff, and administrators).

WHERE CAN WE LEARN MORE?

You can learn more about Cartegraph OMS and the solutions we offer at:



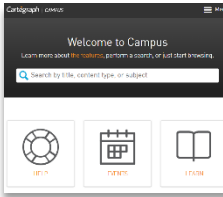
The Cartegraph Website Learn more about how Cartegraph can help your team manage any physical infrastructure asset indoors, outdoors, above and below; along with all of the operational work-related at:

<https://www.cartegraph.com/>



The Cartegraph Blog Cartegraph wants to help all operations become high-performing ones. We post industry-related articles, guides, and more to help organizations continue their learning and growth at:

<https://www.cartegraph.com/blog>



The Cartegraph Campus Online Learning Library 24/7 support, guides, walkthrough videos, and more are all available to all Cartegraph users.

<https://campus.cartegraph.com/>

CARTEGRAPH SOLUTIONS AGREEMENT

Cartegraph's Solutions Agreement can be found online at the web address following.

<https://www.cartegraph.com/solutions-agreement>

CARTEGRAPH PRIVACY AGREEMENT

Cartegraph's Privacy Agreement can be found online at the web address following.

<https://www.cartegraph.com/privacy-policy>

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE IMPLEMENTATION OF AND THE SUBSCRIPTION
TO THE CATEGRAH OPERATIONS MANAGEMENT SYSTEM (OMA),
ASSET MANAGEMENT SOFTWARE SOLUTION

WHEREAS, the Board of Directors (Board) of the Georgetown Divide Public Utility District approve a Capital Improvement Plan (CIP) each fiscal year that identifies projects to improve the District's infrastructure and general operations; and

WHEREAS, on September 14, 2021, the Board approved the FY 2021/2022 CIP that allocated funds for Asset Management as the District lacks a large scale asset/operations management program to track, maintain, and depreciate infrastructure for planned replacement; and

WHEREAS, the District's assets include two (2) three-million-gallon treatment plants, 70 miles of conveyance canals and distribution system; and an inventory of equipment and supplies to keep the system operating; and

WHEREAS, the numerous software solutions in the market provide asset management, work and service order management, inventory, and short-term/long-term budget planning features; and

WHEREAS, software solutions use proprietary technology so a Request for Proposals was not utilized for software procurement; and

WHEREAS, District staff evaluated four software solutions based on the District's needs and the Cartegraph Operations Management System received the highest rating for serving the District's needs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the implementation of and subscription to the Cartegraph Operations Management System/Asset Management Software Solution.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 12th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

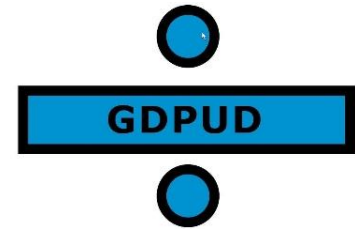
Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 12th day of April 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 12, 2021
AGENDA ITEM NO. 10.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE RESOLUTION TO AUTHORIZE AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE BUREAU OF RECLAMATION'S WATERSMART: SMALL-SCALE WATER EFFICIENCY PROJECTS GRANT FOR FISCAL YEAR 2022

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

On February 24, 2022, Bureau of Reclamation (BOR) released information on a funding opportunity in water and energy efficiency grants for 2022.

“Through Small-Scale Water Efficiency Projects, Reclamation provides assistance to states, tribes, irrigation districts, water districts, and other entities with water or power delivery authority to undertake small-scale water efficiency projects that have been prioritized through planning efforts led by the applicant. These projects conserve and use water more efficiently; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States.”

WaterSMART Grants: Eligible Small-Scale Water Efficiency Projects (ESSWEP) require a cost sharing of 50 percent or more of the total project cost. Cost sharing may be made through cash, costs contributed by the applicant, or third-party in-kind contributions.

Specific projects eligible through this Notice of Funding Opportunity (NOFO) include but are not limited to small-scale on-the-ground water efficiency projects which seek to implement work identified in an applicant's water planning efforts:

- Canal lining/piping
- Municipal metering
- Irrigation flow measurement
- Supervisory Control and Data Acquisition and Automation (SCADA)
- Irrigation measures

DISCUSSION

The Georgetown Divide Public Utility District (District) staff submitted an application in 2021 for the same projects, but unexpected delay caused for disqualification from evaluation process. The 2023 Upper Canal Reliability Project (UCRP) is an eligible project that has high potential to obtain funding from this Grant.

Applications are required to be submitted by Thursday, April 22, 2022, 4:00 p.m. Mountain Daylight Time. Funding awards are anticipated in Summer of 2022 and the 2023 UCRP must be completed within two years of award.

In order for the application to be complete, the BOR requires that the Board adopt the attached resolution authorizing the submittal of the grant application, committing the District to providing the required local cost sharing component of the funding to complete the 2023 UCRP, and designating the General Manager to execute the financial agreement and other 2023 UCRP related documents as required by the BOR.

FISCAL IMPACT

The lining of canals has historically been included in the Capital Improvement Plan (CIP). The project cost for this UCRP is estimated at \$186,000. If the District is successful in obtaining a an ESSWEP grant, our cost share component would be approximately \$111,000 funded through a combination of in-kind contributions and CIP funds with the remaining \$75,000 coming from the BOR grant.

CEQA/NEPA ASSESSMENT

There is no CEQA/NEPA action required for submitting the grant application. If the District receives the funding, then an Environmental Assessment under NEPA will be performed as part of the environmental work associated with this Project.

RECOMMENDED ACTION

Staff recommends that the Board adopt the attached Resolution (Attachment 1) authorizing the BOR grant application.

ATTACHMENTS

1. Resolution 2022-XX DRAFT
2. Notice of Funding Opportunity – No. R22AS00195

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO COMMIT TO THE FINANCIAL
AND LEGAL OBLIGATIONS ASSOCIATED WITH RECEIPT OF THE
WATERSMART SMALL-SCALE WATER EFFICIENT PROJECTS GRANT
FINANCIAL ASSISTANCE IF AWARDED FOR FISCAL YEAR 2022:
NOTICE OF FUNDING OPPORTUNITY NO. R22AS00195

WHEREAS, the Georgetown Divide Public Utility District (GDPUD) proposes to implement the 2023 Upper Canal Reliability Project (UCRP) to eliminate canal erosion, seepage loss and vegetation growth to ultimately increase water supply and overall reliability of water delivery within GDPUD's service area; and

WHEREAS, approximately 70 percent of GDPUD's 75 miles of conveyance is unlined ditch. GDPUD estimates that operational water requirements and losses total about 3,600 acre-feet per year. Lining ditches in areas that are known to have a high degree of conveyance losses will maximize water savings; and

WHEREAS, the GDPUD has identified itself as an eligible applicant under the U. S. Bureau of Reclamation's (Reclamation's) WaterSMART: Small-Scale Water Efficiency Projects for Fiscal Year 2022;

WHEREAS, Georgetown Divide Public Utility District is pursuing grant funding assistance under Reclamation's WaterSMART: Small-Scale Water Efficiency Projects in an amount up to \$75,000 to concrete line unlined ditches to increase water supply and overall reliability of water delivery; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT:

1. The Board finds that the proposed project will serve both the mission of GDPUD and satisfy the goals of the WaterSMART Program and, on that basis, supports staff's submittal of financial assistance application to Reclamation.
2. GDPUD is capable of funding \$110,000 share required to obtain grant funding under the WaterSMART: Small-Scale Water Efficiency Projects. A detailed breakdown of project costs is included with the application.
3. The Board has granted the General Manager, or his designee, the legal authority to enter into an agreement with Reclamation and hereby ratifies the action of its General Manager in applying for financial assistance from Reclamation's WaterSMART Program to promote water use efficiency, contribute to meeting state mandated water conservation and water loss goals, and increasing water supply and overall reliability of water delivery within GDPUD's service area.
4. The General Manager and staff are directed to take all other actions necessary to secure funding for the 2023 UCRP under the WaterSMART: Small-Scale Water

Efficiency Projects, including working with Reclamation to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED BY THE Board of Directors of the Georgetown Divide Public Utility District at a regular meeting of said Board, held on the twelfth day of April, 2022, by the following vote of said Board:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Cohan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 12th day of April 2022.

Adam Cohan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



— BUREAU OF —
RECLAMATION

Notice of Funding Opportunity No. R22AS00195

WaterSMART Small-Scale Water Efficiency Projects



Mission Statements

The U.S. Department of the Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated Island Communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Synopsis

Federal Agency Name:	Department of the Interior, Bureau of Reclamation, Water Resources and Planning Office
Funding Opportunity Title:	WaterSMART Small-Scale Water Efficiency Projects
Announcement Type:	Notice of Funding Opportunity
Funding Opportunity Number:	R22AS00195
Catalog of Federal Domestic Assistance (CFDA) Number:	15.507
Dates: (See NOFO Sec. D.4)	Application due Date: Thursday, April 28, 2022, 4:00 p.m. Mountain Daylight Time
Eligible Applicants: (See NOFO Sec. C.1)	<p>Category A: States; Indian tribes; irrigation districts; water districts; state, regional, or local authorities, whose members include one or more organizations with water or power delivery authority; and other organizations with water or power delivery authority.</p> <p>Category B: Nonprofit conservation organizations that are acting in partnership and with the agreement of an entity described in Category A.</p> <p>All applicants must be located in the Western United States or United States territories, including Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, and Puerto Rico.</p>
Recipient Cost-Share: (See NOFO Sec. C.2)	50 percent or more of total project costs.
Federal Funding Amount: (See NOFO Sec. B.1)	Up to \$100,000 per applicant. Total project costs should generally be \$225,000 or less.
Estimated Number of Agreements to be Awarded: (See NOFO Sec. B.1)	Approximately 50-70-50 projects contingent upon available appropriations.

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Application Checklist

The following table contains a summary of the information that you are required to submit with your application.

√	What to submit	Required content	Form or format	When to submit
	Mandatory Federal Forms: Application for Federal Financial Assistance Budget Information Assurances Disclosure of Lobbying Activities	See Sec. D.2.2.1	SF-424, SF-424A, SF-424D, and SF-LLL www.grants.gov/web/grants/forms/sf-424-family.html	*
	Title page	See Sec. D.2.2.2	Page 13	*
	Table of contents	See Sec. D.2.2.3	Page 13	*
	Technical proposal: Executive summary Project location Project description Evaluation criteria	See Sec. D.2.2.4 See Sec. D.2.2.4 See Sec. D.2.2.4 See Sec. E.1	Page 13 Page 14 Page 14 Page 28	* * * * *
	Environmental and cultural resources compliance	See Sec. D.2.2.11	Page 21	
	Required permits or approvals	See Sec. D.2.2.12	Page 21	
	Project Budget: Budget narrative	See Sec. D.2.2.10	Page 18	* *
	Letters of support	See Sec. D.2.2.13	Page 21	*
	Official Resolutions	See Sec. D.2.2.14	Page 22	**
	Unique Entity Identifier and System for Award Management	See Sec. D.3	Page 23	***

* Submit materials with your application.

** Document should be submitted with your application; however, please refer to the applicable section of the NOFO for extended submission date.

*** Should be completed prior to the application deadline; however, please refer to the applicable section of the NOFO for extended completion date.

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Acronyms and Abbreviations

ASAP	Automated Standard Application for Payments
ARC	Application Review Committee
BIL	Bipartisan Infrastructure Law
CE	Categorical Exclusion
CEC	Categorical Exclusion Checklist
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CWA	Clean Water Act
D&B	Dun & Bradstreet
Department	U.S. Department of the Interior
DUNS	Data Universal Number System
EA	Environmental Assessment
EIN	Employer Identification Number
EIS	Environmental Impact Statement
E.O.	Executive Order
EPA	Environmental Protection Agency
ESA	Endangered Species Act
FAPIIS	Federal Award Performance Integrity Information System
FGDC	Federal Geospatial Data Committee
FOIA	Freedom of Information Act
FONSI	Finding of No Significant Impact
FY	fiscal year
GIS	geographic information system
MDT	Mountain Daylight Time
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NOFO	Notice of Funding Opportunity
NRCS	Natural Resources Conservation Service
OM&R	operations, maintenance, and replacement
OMB	Office of Management and Budget
P.L.	Public Law
SAM	System for Award Management
SCADA	Supervisory Control and Data Acquisition and Automation
SF	Standard Form
SPOC	Single Point of Contact
SWEP	Small-Scale Water Efficiency Projects
Reclamation	Bureau of Reclamation
U.S.C.	United States Code
U.S.C.	United States Code
UEI	Unique Entity Identifier
USACE	United States Army Corp of Engineers
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
WaterSMART	Sustain and Manage America’s Resources for Tomorrow
West	Western United States

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Section A. Funding Opportunity Description

A.1. Authority

This Notice of Funding Opportunity (NOFO) is issued under the authority of Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law (P.L.) 111-11 (42 United States Code [U.S.C.] 10364), as amended.

A.2. Background, Purpose, and Program Requirements

The U.S. Department of the Interior's (Department) WaterSMART (Sustain and Manage America's Resources for Tomorrow) Program provides a framework for Federal leadership and assistance to stretch and secure water supplies for future generations in support of the Department's priorities. Through WaterSMART, the Bureau of Reclamation (Reclamation) leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply sustainability through investments in existing infrastructure and attention to local water conflicts.

WaterSMART's Small-Scale Water Efficiency Projects (SWEP) provides support for priorities identified in Presidential Executive Order (E.O.) 14008: *Tackling the Climate Crisis at Home and Abroad* and aligned with other priorities, such as those identified in E.O. 13985: *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*. Environmental Water Resources Projects also support the goals of the Interagency Drought Relief Working Group established in March 2021 and the National Drought Resiliency Partnership.

Drought conditions across the Western United States (West) impact a wide range of communities and sectors, including agriculture, cities, tribes, the environment, recreation, hydropower producers, and others. The West is experiencing its worst drought this century—historic in both duration and severity—threatening to kill crops, spark wildfires, and harm public health. As of July 2021, the U.S. Drought Monitor indicates that more than 93% of the land in nine of the Western states is in drought conditions, and nearly 60% of the area is experiencing extreme or exceptional drought. Through WaterSMART, Reclamation provides financial assistance to water managers for projects that seek to conserve and use water more efficiently and accomplish other benefits that contribute to sustainability in the West.

Through the SWEP, Reclamation provides cost shared financial assistance to States, Tribes, irrigation districts, water districts, and other entities with water or power delivery authority to implement small-scale water efficiency projects that have been prioritized through planning efforts led by the applicant. These projects are generally in the final design stage; environmental and cultural resources compliance have been initiated or already completed; and the non-Federal funding, necessary permits, and other required approvals have been secured. For further information on the SWEP, please see <https://www.usbr.gov/watersmart/swep/index.html>.

A.3. Notice of Funding Opportunity Objectives

The objective of this NOFO is to invite States, Indian Tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with Reclamation on small-scale on-the-ground projects that seek to conserve, better manage, or otherwise make more efficient use of water supplies.

Proposed projects that are supported by an existing water management and conservation plan, System Optimization Review, or other planning effort led by the applicant are prioritized. This prioritization will help ensure that projects funded under this NOFO are well thought out, have public support, and have been identified as the best way to address water management concerns.

A.4. Streamlined Application and Selection Process

Reclamation has simplified the evaluation criteria and streamlined the application process for this category of WaterSMART Grants to ensure that the process works for smaller entities. Simplified evaluation criteria are intended to provide each applicant with an opportunity to succinctly explain how the proposed project would meet a defined need identified through a prior planning effort. Reclamation has also clarified the budget documentation necessary under this NOFO in recognition of the small-scale nature of the projects being funded.

A.5. Other Related Funding Opportunities

For information on the NOFOs listed here, please visit the WaterSMART Program website: www.usbr.gov/watersmart.

Reclamation provides funding for water management projects through several other programs under WaterSMART. Through WaterSMART Grants, Reclamation provides two additional funding opportunities. Water and Energy Efficiency Grants focus on projects that result in quantifiable and sustained water savings and projects that increase hydropower use. Through Water Marketing Strategy Grants, Reclamation provides support for entities exploring actions that can be taken to develop or facilitate water marketing.

Through the Drought Response Program, Reclamation provides funding to help build resilience to drought. Through Drought Contingency Planning, Reclamation supports developing drought contingency plans with participation from a diverse set of stakeholders. Reclamation also provides funding for Drought Resiliency Projects supported by an existing drought contingency plan to build long term resilience to drought.

Reclamation also provides financial assistance for watershed group development, restoration planning, and watershed management project design (Phase I) and watershed management project implementation through the Cooperative Watershed Management Program.

Section B. Award Information

B.1. Total Funding

This NOFO will be used to allocate available fiscal year (FY) 2022 enacted appropriations for WaterSMART Grants and funding available under the Bipartisan Infrastructure Law (BIL), P.L. 117-58 in FY 2022. Applications submitted under this NOFO also may be considered if additional funding becomes available in FY 2022 or thereafter. Applicants that are identified for BIL funding will need to meet additional requirements, including Buy American and Wage Rate Requirements (Davis-Bacon Act). This NOFO may be amended during the application period to provide additional details about these requirements. Reclamation will work with selected recipients to address these requirements. See *Section F.2.7. Additional Bipartisan Infrastructure Law Requirements* for more information.

B.2. Expected Award Amount

Maximum Award: \$100,000

Minimum Award: \$0

A total of up to \$100,000 in Federal funds may be awarded to an applicant. To be considered a small-scale project, total project costs should generally be \$225,000 or less. The budget proposal must include the cost of all equipment, materials and supplies, and labor or contractual costs to complete the project. Note: The Application Review Committee (ARC; See *Section E.2.2. Application Review Committee*) has final discretion to determine whether a project is “small-scale.”

No more than one award will be made to a Category A applicant per FY under this NOFO. Category B applicants may receive multiple awards for separate projects with different Category A partners. See *Section C.1. Eligible Applicants* for additional information on applicant eligibility. The Federal share of any one proposed project shall not exceed 50 percent of the total project costs. Generally, the non-Federal share of project costs must be expended at the same or greater rate as the Federal share of project costs.

Projects that have a total project cost totaling more than \$225,000 should be submitted under the WaterSMART Grants: Water and Energy Efficiency Grants NOFO. Reclamation will not award funding for the same activity under both this NOFO and this year’s Water and Energy Efficiency Grants NOFO.

B.3. Anticipated Announcement and Federal Award Date

Anticipated Award Date: 03/31/2023

Reclamation expects to contact potential award recipients and unsuccessful applicants in the early fall of 2022 (or later if necessary), subject to the timing of final FY 2022 appropriations. In general, proposed projects should be completed within two years of award. Applications for projects requiring more time will be considered for funding only under limited circumstances.

Reclamation retains the right to make a determination about the feasibility of a project to be completed within the timeframe identified in the application.

Anticipated Project Completion Date: 03/31/2025

B.4. Number of Awards

Approximately 50 to 70 awards, depending on the amount requested by each applicant and the amount of funding available.

B.5. Type of Award

Project awards will be made through grants or cooperative agreements as applicable to each project. If a cooperative agreement is awarded, the recipient should expect Reclamation to have substantial involvement in the project.

Substantial involvement by Reclamation may include:

- Collaboration and participation with the recipient in the management of the project and close oversight of the recipient's activities to ensure that the program objectives are being achieved.
- Oversight may include review, input, and approval at key interim stages of the project.

At the request of the recipient, Reclamation can provide technical assistance after award of the project. If you receive Reclamation's assistance, you must account for these costs in your budget. To discuss available assistance and these costs, contact the program coordinator identified in *Section G. Agency Contacts*.

Section C. Eligibility Information

C.1. Eligible Applicants

Under P.L. 111-11, Section 9502, applicants eligible to receive an award under this NOFO include:

1. **Category A:**
 - States, Indian Tribes, irrigation districts, and water districts;
 - State, regional, or local authorities, whose members include one or more organizations with water or power delivery authority; and
 - Other organizations with water or power delivery authority.
2. **Category B:** Nonprofit conservation organizations that are acting in partnership with and with the agreement of an entity described in Category A. Category B applicants must include with their application a letter from the Category A partner, stating that they are acting in partnership with the applicant and agree to the submittal and content of the proposal.

To be eligible, applicants must also be located in one of the following states or territories: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, and Puerto Rico.

C.1.2 Ineligible Applicants

Those not eligible include, but are not limited to, the following entities:

- Federal governmental entities
- Institutes of higher education
- 501(c)4 organizations
- 501(c)6 organizations
- Individuals

C.2. Cost-Sharing Requirements

All cost share contributions must meet the applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) Part 200. All CFRs are available at the Electronic Code of Federal Regulations, www.ecfr.gov.

C.2.1. Cost-Share Regulations

Applicants must be capable of cost sharing 50 percent or more of the total project costs. The total project cost is defined as the total allowable costs incurred under a Federal award and all required cost share and voluntary committed cost share contributions, including third-party contributions.

C.2.2. Cost-Share Requirements

Cost share may be made through cash, costs contributed by the applicant, or third-party in-kind contributions. Cost-share funding from sources outside the applicant's organization (e.g., loans or state grants) should be secured and available to the applicant prior to award. Please see Section D.2.2.10. *Project Budget* and Section D.2.2.14. *Official Resolution* for more information regarding the documentation required to verify commitments to meet cost-sharing requirements.

C.2.3. Federal Funding

The Federal share (Reclamation's share in addition to any other sources of Federal funding) for any one proposed project shall not exceed 50 percent of the total costs. Generally, the non-Federal share of project costs must be expended at the same or greater rate as the Federal share of project costs.

In general, other sources of Federal funding may not be counted towards the required non-Federal cost share. The exception to this requirement is where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost-sharing requirements of other Federal programs, such as awards to tribal organizations under P.L. 93-638, as amended. *If it is determined that the Federal funding cannot be applied towards the non-Federal cost share, the work associated with the funding may be removed from the proposed project.*

C.2.4. Third-Party In-Kind Contributions

Third-party in-kind contributions are the value of non-cash contributions of property or services that benefit the federally assisted project and are contributed by non-Federal third parties without charge. Third-party in-kind contributions may be in the form of equipment, supplies, and other expendable property, as well as the value of services directly benefiting and specifically identifiable to the proposed project. The cost or value of third-party in-kind contributions that have been or will be relied on to satisfy a cost sharing or matching requirement for another Federal financial assistance agreement, a Federal procurement contract, or any other award of Federal funds may not be relied on to satisfy the cost share requirement for an award under this NOFO. Applicants should refer to 2 CFR §200.434 *Contributions and Donations* for regulations regarding the valuation of third-party in-kind contributions

C.3. Other

Reclamation conducts a review of the [SAM.gov Exclusions database](https://www.sam.gov) for all applicant entities and their key project personnel prior to award. Reclamation cannot award funds to entities or their key project personnel identified in the SAM.gov Exclusions database as ineligible, prohibited/restricted or otherwise excluded from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits, as their ineligibility condition applies to this Federal program.

C.4. Eligible Projects

Reclamation will provide funding for small-scale on-the-ground water efficiency projects which seek to implement work identified in an applicant's water planning efforts.

Example projects include, but are not limited to:

- Canal lining/piping
- Municipal metering
- Irrigation flow measurement
- Supervisory Control and Data Acquisition and Automation (SCADA)
- Landscape Irrigation measures
- High-Efficiency Indoor Appliances and Fixtures
- Upgrades to Commercial Cooling Systems to Improve Water Use Efficiency

Other projects that are similar to those tasks listed above may be submitted for consideration and will be allowed to the extent that they are consistent with program authorization and goals.

C.5. Ineligible Projects

Projects that are not eligible for funding under this NOFO include, but are not limited to:

C.5.1. Operations, Maintenance, and Replacement

In accordance with Section 9504 of Secure Water Act, projects that are considered normal operations, maintenance, and replacement (OM&R) are not eligible for funding under this NOFO. OM&R is described as system improvements that replace or repair existing infrastructure or function without providing increased efficiency or effectiveness of water distribution over the expected life of the improvement. Examples of ineligible OM&R projects include:

- Replacing malfunctioning components of an existing facility with the same components
- Improving an existing facility to operate as originally designed
- Performing an activity on a recurring basis, even if that period is extended (e.g., a 10-year interval)
- Sealing expansion joints of concrete lining because the original sealer or the water stops have failed
- Sealing cracks in canals and/or pipes, including those sealant projects intended to improve facilities with inherent design and construction flaws
- Replacing broken meters with new meters of the same type
- Replacing leaky pipes with new pipes of the same type
- Completion of one-time leak detection surveys

Applicants that have questions regarding OM&R are encouraged to contact the Program Coordinator (see *Section G. Agency Contacts*) prior to the application deadline for further information.

C.5.2. Water Purchases

Proposals to use Federal funding to purchase water are not eligible under this NOFO. Applicants seeking funding to purchase water in a drought emergency should request emergency drought assistance under Reclamation's Drought Response Program. For more information about the requirements for receiving emergency drought assistance, please see www.usbr.gov/drought/.

C.5.3. Building Construction

Proposals to construct a building are not eligible for Federal funding under this NOFO (e.g., a building to house administrative staff or to promote public awareness of water conservation).

C.5.4. Pilot Projects

Proposals to conduct a pilot study to evaluate technical capability, economic feasibility, or viability for full-scale implementation or to test an unproven material or technology are not eligible for Federal funding under this NOFO.

C.5.5. Project Receiving Other Federal Financial Assistance

Projects or activities that are funded under another Federal Financial Assistance agreement are not eligible for funding under this NOFO.

C.5.6. New Conveyance Infrastructure

Projects that propose to construct new conveyance to allow for the distribution of additional or new water supplies are not eligible under this NOFO. Applicants proposing such projects should consider applying for funding under the WaterSMART Drought Resiliency Projects NOFO. See the WaterSMART Drought Response Program webpage, www.usbr.gov/drought/, for more information.

C.5.7. Water Reclamation, Recycling, and Reuse

Water reclamation, reuse, and desalination projects are not eligible for funding under this NOFO. Entities seeking funding for these types of projects should consider Reclamation's Title XVI Water Reclamation and Reuse Program and Drought Response Program. If you have questions about a water reclamation, reuse, or desalination project please contact Ms. Amanda Erath at 303-445-2766 or aerath@usbr.gov.

C.5.8. Groundwater Recharge

Groundwater recharge projects are not eligible for funding under this NOFO. Applicants proposing such projects should consider applying for funding under the WaterSMART Drought Resiliency Projects NOFO. See the WaterSMART Drought Response Program webpage, www.usbr.gov/drought/, for more information.

C.5.9. Water Storage Projects

Water storage projects, including installing water tanks, are not eligible for funding under this NOFO. Applicants proposing such projects should consider applying for funding under the WaterSMART Drought Resiliency Projects NOFO. See the WaterSMART Drought Response Program webpage, www.usbr.gov/drought/, for more information.

C.5.10. On-Farm Irrigation Efficiency Improvements

Projects to conduct on-farm irrigation efficiency improvements (e.g., conversion of flood irrigation to sprinklers) are not eligible for funding under this NOFO. Applicants interested in on-farm irrigation efficiency improvements should contact the U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) to investigate opportunities for Federal assistance. For more information on NRCS programs, including application deadlines and a description of available funding, please contact your local NRCS office or visit www.nrcs.usda.gov for further contact information in your area.

C.6. Construction Start Date Restriction

Proposed projects shall not have a construction start date that is prior to March 31, 2023.

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Section D. Application and Submission Information

D.1. Address to Request Application Package

This document contains all information, forms, and electronic addresses required to obtain the information required to submit an application.

If you are unable to access this information electronically, you can request paper copies of any of the documents referenced in this NOFO by emailing the Financial Assistance Operations Section staff at sha-dro-fafoa@usbr.gov.

D.2. Content and Form of Application Submission

All applications must conform to the requirements set forth below.

D.2.1. Application Format and Length

The total technical proposal and criteria section (defined below) shall be limited to a maximum of **15** consecutively numbered pages. If this section exceeds **15** pages, only the first **15** pages will be evaluated. **The full application, including all attachments, should not exceed 40 pages. If the application exceeds 40 pages, only the first 40 pages will be considered in the evaluation.**

The font shall be at least 12 points in size and easily readable. Page size shall be 8½ by 11 inches, including charts, maps, and drawings. Margins should be standard 1-inch margins. Oversized pages will not be accepted.

Applications will be prescreened for compliance to the above page number limitation. Excess pages will be removed and not considered in the evaluation of the proposed project.

D.2.2. Application Content

The application must include the following elements to be considered complete:

- Mandatory Federal Forms
 - SF-424 Application for Federal Assistance
 - SF-424A Budget Information
 - SF-424D Assurances for Construction Programs
 - Project Abstract Summary (Office of Management and Budget [OMB] Form 4040-0019)
 - SF-LLL Disclosure of Lobbying Activities (if applicable)

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These forms may be obtained at www.grants.gov/web/grants/forms/sf-424-family.html.

- Title page
- Table of contents
- Technical proposal and evaluation criteria (limited to 15 pages)
 - Executive summary
 - Project location
 - Technical project description
 - Evaluation criteria
- Project budget
 - Funding plan and letters of funding commitment
 - Budget proposal
 - Budget narrative
- Environmental and cultural resources compliance, if applicable.
- Required permits or approvals
- Letters of support for the project (will not count towards the page limitation for technical proposal and criteria section, but will count toward the 40-page total application page limit)
- Official resolution (will not count towards the page limitation for technical proposal and criteria section, but will count toward the 40-page total application page limit)

It is highly recommended that application packages be structured in the order identified above.

D.2.2.1. Mandatory Federal Forms

The application must include the following standard Federal forms. Questions regarding forms should be referred to the Financial Assistance Point of Contact under Agency Contacts.

- **SF-424 Application for Federal Assistance.** A fully completed SF-424, Application for Federal Assistance signed by a person legally authorized to commit the applicant to performance of the project must be submitted with the application. Failure to submit a properly signed SF-424 may result in the elimination of the application from further consideration. For application purposes, an SF-424A can be used for both construction and non-construction projects.
- **SF-424A Budget Information.** A fully completed SF-424A Budget Information must be submitted with the application.
- **SF-424D Assurances.** A SF-424D Assurances for Construction Programs signed by a person legally authorized to commit the applicant to performance of the project shall be included. A SF-424D Assurances for Construction Programs signed by a person legally authorized to commit the applicant to performance of the project shall be included. Failure to submit a properly signed SF-424D may result in the elimination of the application from further consideration.

Section D. Application and Submission Information

- **Project Abstract Summary.** A fully completed Project Abstract Summary (OMB Form 4040-0019) must be submitted with the application. The Project Abstract Summary should include the purpose of the project, the activities to be performed, the expected deliverables or outcomes, the intended beneficiaries, and any subrecipient activities, if known.
- **SF-LLL Disclosure of Lobbying Activities.** A fully completed and signed SF-LLL, Disclosure of Lobbying Activities is required if the applicant has made or agreed to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. *Note—this form cannot be submitted by a contractor or other entity on behalf of an applicant.*

D.2.2.2. Title Page

Provide a brief, informative, and descriptive title for the proposed work that indicates the nature of the project. Include the applicant's name and address and the Project Manager's name and address, e-mail address, and telephone number.

D.2.2.3. Table of Contents

List all major sections of the proposal in the table of contents.

D.2.2.4. Technical Proposal and Evaluation Criteria

The technical proposal and evaluation criteria (**15** pages maximum) include:

- (1) Executive summary
- (2) Project location
- (3) Technical project description
- (4) Evaluation criteria

D.2.2.5. Executive Summary

The executive summary should include:

- The date, applicant name, city, county, and state.
- Please indicate whether you are a Category A applicant or a Category B applicant. If you are a Category B applicant, please briefly explain how you are acting in partnership with a Category A partner. **Note:** If you are a Category B applicant, you must include a letter from the Category A partner confirming that they are partnering with you and agree to the submittal and content of the proposal (see *Section C.1. Eligible Applicants* for additional information).
- A one paragraph project summary that provides the location of the project, a brief description of the work that will be carried out, any partners involved, expected benefits and how those benefits relate to the water management issues you plan to address. This information will be used to create a summary of your project for Reclamation's website if the project is selected for funding.

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***Example:** The Newton Water Users Association, located in northern Utah, will upgrade the Jones Pipeline from 1.1 miles of transit pipe to high density polyethylene or polyvinyl chloride pipe. The project will also upgrade meters and isolation valves at 14 of the 28 customer turnouts along the Jones Pipeline. The upgrade will reduce seepage losses and enable the Association and stakeholders to better manage the water supply. The project will also make the Jones Pipeline compatible with the recently pressurized main canal and will enable agricultural customers to make future on-farm irrigation improvements. The project meets the goals of the Association's Water Management and Conservation Plan in 2015.*

- State the length of time and estimated completion date for the proposed project (month/year). **Note: Proposed projects shall not have a construction start date that is prior to March 31, 2023.** See Section C.7. Construction Start Date Restrictions for additional information.
- Whether or not the proposed project is located on a Federal facility.

D.2.2.6. Project Location

Provide detailed information on the proposed project location or project area including a map showing the geographic location. For example, {project name} is located in {state and county} approximately {distance} miles {direction, e.g., northeast} of {nearest town}. The project latitude is {##°##'N} and longitude is {###°##'W}.

D.2.2.7. Technical Project Description

Provide a more comprehensive description of the technical aspects of your project, including the work to be accomplished and the approach to complete the work. This description should provide detailed information about the project including materials and equipment and the work to be conducted to complete the project. This section provides an opportunity for the applicant to provide a clear description of the technical nature of the project and to address any aspect of the project that reviewers may need additional information to understand.

Please do not include your project schedule and milestones here; that information is requested in response to the Evaluation Criterion C—Implementation and Results. In addition, please avoid discussion of the benefits of the project, which are also requested in response to evaluation criteria. This section is solely intended to provide an understanding of the technical aspects of the project.

Please note, if the work for which you are requesting funding is a phase of a larger project, please only describe the work that is reflected in the budget and exclude description of other activities or components of the overall project.

D.2.2.8. Evaluation Criteria

The evaluation criteria portion of your application should thoroughly address each criterion and subcriterion in the order presented to assist in the complete and accurate evaluation of your proposal.

(See Section E.1. Technical Proposal: Evaluation Criteria for additional details, including a detailed description of each criterion and subcriterion and points associated with each.)

It is suggested that applicants copy and paste the evaluation criteria and subcriteria in Section E.1. Technical Proposal: Evaluation Criteria into their applications to ensure that all necessary information is adequately addressed.

Section D. Application and Submission Information

D.2.2.9. Overlap or Duplication of Effort Statement

Applicants must provide a statement that addresses if there is any overlap between the proposed project and any other active or anticipated proposals or projects in terms of activities, costs, or commitment of key personnel. If any overlap exists, applicants must provide a description of the overlap in their application for review.

Applicants must also state if the proposal submitted for consideration under this program does or does not in any way duplicate any proposal or project that has been or will be submitted for funding consideration to any other potential funding source—whether it be Federal or non-Federal. If such a circumstance exists, applicants must detail when the other duplicative proposal(s) were submitted, to whom (Agency name and Financial Assistance program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from Reclamation, applicants must notify the NOFO point of contact or the Program Coordinator immediately.

D.2.2.10. Project Budget

The project budget includes:

- (1) Funding plan and letters of funding commitment
- (2) Budget proposal
- (3) Budget narrative

Project costs for environmental and cultural compliance and engineering/design that were incurred or are anticipated to be incurred prior to award should be included in the proposed project budget.

If the proposed project is selected, the awarding Reclamation Grants Officer will review the proposed pre-award costs to determine if they are consistent with program objectives and are allowable in accordance with the authorizing legislation. Proposed pre-award costs must also be compliant with all applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) §200, and all other requirements of this NOFO. **In no case will costs incurred prior to July 1, 2021, be considered for inclusion in the proposed project budget.**

Please note that the costs for preparing and submitting an application in response to this NOFO, including developing data necessary to support the proposal, are not eligible project costs under this NOFO and must not be included in the project budget. In addition, budget proposals must not include costs for the purchase of water or land, or to secure an easement other than a construction easement. These costs are not eligible project costs under this NOFO.

Funding Plan and Letters of Funding Commitment

Describe how the non-Federal share of project costs will be obtained. Reclamation will use this information in making a determination of financial capability.

Project funding provided by a source other than the applicant shall be supported with letters of funding commitment from these additional sources. Letters of funding commitment shall identify:

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- the amount of funding commitment,
- the date the funds will be available to the applicant,
- any time constraints on the availability of funds, and
- any other contingencies associated with the funding commitment

Commitment letters from third-party funding sources should be submitted with your application. If commitment letters are not available at the time of the application submission, please provide a timeline for submission of all commitment letters. Cost-share funding from sources outside the applicant's organization (e.g., loans or State grants), should be secured and available to the applicant prior to award.

Reclamation will not make funds available for an award under this NOFO until the recipient has secured the non-Federal cost share. Reclamation will execute a financial assistance agreement once the non-Federal funding has been secured or Reclamation determines that there is sufficient evidence and likelihood that non-Federal funds will be available to the applicant subsequent to executing the agreement.

Please identify the sources of the non-Federal cost-share contribution for the project, including:

- Any monetary contributions by the applicant towards the cost-share requirement and source of funds (e.g., reserve account, tax revenue, and/or assessments)
- Any costs that will be contributed by the applicant
- Any third-party in-kind costs (i.e., goods and services provided by a third party)
- Any cash requested or received from other non-Federal entities
- Any pending funding requests (i.e., grants or loans) that have not yet been approved and explain how the project will be affected if such funding is denied

Budget Proposal

The total project cost is the sum of all allowable items of costs, including all required cost sharing and voluntary committed cost sharing, including third-party contributions, that are necessary to complete the project. Please include the following chart (Table 1) to summarize all funding sources. Denote in-kind contributions with an asterisk (*).

Table 1.—Summary of Non-Federal and Federal Funding Sources

FUNDING SOURCES	AMOUNT
Non-Federal Entities	
1.	
2.	
3.	
Non-Federal Subtotal	
REQUESTED RECLAMATION FUNDING	

Section D. Application and Submission Information

The budget proposal should include detailed information on the categories listed below and must clearly identify *all* items of cost, *including those that will be contributed as non-Federal cost share by the applicant (required and voluntary), third-party in-kind contributions, and those that will be covered using the funding requested from Reclamation*, and any requested pre-award costs (Table 2).

Table 2. —Total Project Cost Table

SOURCE	AMOUNT
Costs to be reimbursed with the requested Federal funding	\$
Costs to be paid by the applicant	\$
Value of third-party contributions	\$
TOTAL PROJECT COST	\$

Unit costs must be provided for all budget items, including the cost of services or other work to be provided by consultants and contractors. Applicants are strongly encouraged to review the procurement standards for Federal awards found at 2 CFR §200.317 through §200.326 before developing their budget proposal. If you have any questions regarding your budget proposal or eligible costs, please contact the grants management specialist identified in *Section G. Agency Contacts*.

It is also strongly advised that applicants use the budget proposal format shown in Table 2 or a similar format that provides this information. It is also strongly advised that applicants use the budget proposal format shown in Table 3 or a similar format that provides this information. If selected for award, successful applicants must submit detailed supporting documentation for all budgeted costs.

Table 3. —Sample Budget Proposal Format

BUDGET ITEM DESCRIPTION	COMPUTATION		Quantity Type	TOTAL COST
	\$/Unit	Quantity		
Salaries and Wages				
Employee 1				\$
Employee 2				\$
Employee 3				\$
Fringe Benefits				
Full-Time Employees				\$
Part-Time Employees				\$
Equipment				
Item A				\$
Item B				\$
Item C				\$
Supplies and Materials				
Item A				\$
Item B				\$

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Table 3. —Sample Budget Proposal Format

BUDGET ITEM DESCRIPTION	COMPUTATION		Quantity Type	TOTAL COST
	\$/Unit	Quantity		
Contractual/Construction				
Contractor A				\$
Contractor B				
Third-Party In-Kind Contributions				
Contributor A				\$
Contributor B				\$
Other				
Other				\$
TOTAL DIRECT COSTS				\$
Indirect Costs				
Type of rate	percentage	\$base		\$
TOTAL ESTIMATED PROJECT COSTS				\$

Budget Narrative

Submission of a budget narrative is mandatory. An award will not be made to any applicant who fails to fully disclose this information. The budget narrative provides a discussion of, or explanation for, items included in the budget proposal. The types of information to describe in the narrative include, but are not limited to, those listed in the following subsections. Costs, including the valuation of third-party in-kind contributions, must comply with the applicable cost principles contained in 2 CFR Part §200.

In addition, please identify whether the budget proposal includes any project costs that may be incurred prior to award. For each cost, describe:

- The project expenditure and amount
- The date of cost incurrence
- How the expenditure benefits the project

Salaries and Wages

Indicate the Program Manager and other key personnel by name and title. The Project Manager must be an employee or board member of the applicant. Other personnel should be indicated by title alone. For all positions, indicate salaries and wages, estimated hours or percent of time, and rate of compensation. The labor rates must identify the direct labor rate separate from the fringe rate or fringe cost for each position. All labor estimates must be allocated to specific tasks as outlined in the applicant’s technical project description. Labor rates and proposed hours shall be displayed for each task.

The budget proposal and narrative should include estimated hours for compliance with reporting requirements, including the final financial and performance reports. Please see *Section F.3 Reporting Requirements and Distribution* information on types and frequency of reports required.

Section D. Application and Submission Information

Generally, salaries of administrative and/or clerical personnel will be included as a portion of the stated indirect costs. If these salaries can be adequately documented as direct costs, they should be included in this section; however, a justification should be included in the budget narrative.

Within the budget narrative, please provide a certification that the labor rates included in the budget proposal represent the actual labor rates of the identified personnel and are consistently applied to Federal and non-Federal activities. If the proposal is selected for award and the awarding Grants Officer determines that the provided rates fall within Bureau of Labor Statistic averages for personnel with similar job descriptions, no further documentation for this item of cost shall be requested during budget negotiations.

Fringe Benefits

Identify the rates/amounts, what costs are included in this category, and the basis of the rate computations. Federally approved rate agreements are acceptable for compliance with this item.

Travel

Travel related expenses are not eligible for reimbursement under this NOFO and should not be included within the proposed budget.

Equipment

If equipment will be purchased, itemize all equipment valued at or greater than \$5,000. For each item, identify why it is needed for the completion of the project and how the equipment was priced. *Note: If the value is less than \$5,000, the item should be included under materials and supplies.*

If equipment is being rented, specify the number of hours and the hourly rate. Local rental rates are only accepted for equipment actually being rented or leased. If the applicant intends to use their own equipment for the purposes of the project, the proposed usage rates should fall within the equipment usage rates outlined by the United States Army Corps of Engineers (USACE) within their Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8) at <https://www.usace.army.mil/Cost-Engineering/EP1110-1-8/>.

Note: If the equipment will be furnished and installed under a construction contract, the equipment should be included in the construction contract cost estimate.

If the proposal is selected for award and the awarding Grants Officer determines that the proposed rates fall within those outlined within the USACE publication, no further documentation for this item of cost shall be requested during budget negotiations.

Materials and Supplies

Itemize supplies by major category, unit price, quantity, and purpose, such as whether the items are needed for office use, research, or construction. Identify how these costs were estimated (i.e., quotes, past experience, engineering estimates, or other methodology). *Note: If the materials/supplies will be furnished and installed under a contract, the materials/supplies should be identified as a contractual cost in the budget proposal.*

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Contractual

Identify all work that will be accomplished by subrecipients, consultants, or contractors, including a breakdown of all tasks to be completed and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. For each proposed contract, identify the procurement method that will be used to select the consultant or contractor and the basis for selection. Please note that all contracts with an anticipated value of \$10,000 or more must use a competitive procurement method. Only contracts for architectural/engineering services can be awarded using a qualifications-based procurement method. If a qualifications-based procurement method is used, profit must be negotiated as a separate element of the contract price. See 2 CFR §200.317 through §200.327 for additional information regarding procurements, including required contract content.

If the proposal is selected for award and the awarding Grants Officer determines that the contractual engineering services costs for design engineering and/or construction management costs within the budget proposal do not exceed 8 percent of total project construction costs, then no further documentation for this item of cost shall be requested during budget negotiations.

Third-Party In-Kind Contributions

Identify all work that will be accomplished by third-party contributors, including a breakdown of all tasks to be completed and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. Third-party in-kind contributions, including contracts, must comply with all applicable administrative and cost principles criteria, established in 2 CFR §200, and all other requirements of this NOFO.

Environmental and Regulatory Compliance Costs

Prior to awarding financial assistance, Reclamation must first ensure compliance with Federal environmental and cultural resources laws and other regulations (“environmental compliance”). Every project funded under this program will have environmental compliance activities undertaken by Reclamation and the recipient.

Depending on the potential impacts of the project, Reclamation may be able to complete its compliance activities without additional cost to the recipient. Where environmental or cultural resources compliance requires significant participation by Reclamation, costs incurred by Reclamation will be added as a line item to the budget during development of the financial assistance agreement and cost shared accordingly (i.e., withheld from the Federal award amount). Any costs to the recipient associated with compliance will be identified during the process of developing a final project budget for inclusion in the financial assistance agreement.

Other Expenses

Any other expenses not included in the above categories shall be listed in this category, along with a description of the item and why it is necessary. No profit or fee will be allowed.

Section D. Application and Submission Information

Indirect Costs

Indirect costs that will be incurred during the development or construction of a Project, which will not otherwise be recovered, may be included as part of the applicant's Project budget. Show the proposed rate, cost base, and proposed amount for allowable indirect costs based on the applicable cost principles for the recipient's organization. It is not acceptable to simply incorporate indirect rates within other direct cost line items.

If the applicant has never received a Federal negotiated indirect cost rate, the budget may include a *de minimis* rate of up to 10 percent of modified total direct costs. For further information on modified total direct costs, refer to 2 CFR §200.68.

If the applicant does not have a federally approved indirect cost rate agreement and is proposing a rate greater than the *de minimis* 10 percent rate, include the computational basis for the indirect expense pool and corresponding allocation base for each rate. Information on "Preparing and Submitting Indirect Cost Proposals" is available from the Department's Interior Business Center, Office of Indirect Cost Services, at <https://ibc.doi.gov/ICS/icrna>. If the proposed project is selected for award, the recipient will be required to submit an indirect cost rate proposal with their cognizant agency within 3 months of award.

D.2.2.11. Environmental and Cultural Resources Compliance

Please answer the questions from *Section H.1. Environmental and Cultural Resource Considerations* in this section.

D.2.2.12. Required Permits or Approvals

Applicants must state in the application whether any permits or approvals are required and explain the plan for obtaining such permits or approvals.

Note that improvements to Federal facilities that are implemented through any project awarded funding through this NOFO must comply with additional requirements. The Federal government will continue to hold title to the Federal facility and any improvement that is integral to the existing operations of that facility. Please see P.L. 111-11, Section 9504(a)(3)(B). Reclamation may also require additional reviews and approvals prior to award to ensure that any necessary easements, land use authorizations, or special permits can be approved consistent with the requirements of 43 CFR Section 429 and that the development will not impact or impair project operations or efficiency.

D.2.2.13. Letters of Support and Letters of Partnership

Please include letters from interested stakeholders supporting the proposed project. To ensure your proposal is accurately reviewed, please attach all letters of support/partnership letters as an appendix. Letters of support received after the application deadline for this NOFO will not be considered in the evaluation of the proposed project.

Category B applicants must include a letter from the Category A partner, stating that they are acting in partnership with the applicant and agree to the submittal and content of the proposal (see Section C.1. *Eligible Applicants*). Letters of Partnership must be received by the application deadline for this NOFO—otherwise the applicant will be considered ineligible and the proposed project will not be evaluated.

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D.2.2.14. Official Resolution

Include an official resolution adopted by the applicant's board of directors or governing body, or, for state government entities, an official authorized to commit the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this NOFO, verifying:

- The identity of the official with legal authority to enter into an agreement
- The board of directors, governing body, or appropriate official who has reviewed and supports the application submitted
- The capability of the applicant to provide the amount of funding and/or in-kind contributions specified in the funding plan
- That the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement

An official resolution meeting the requirements set forth above is mandatory. If the applicant is unable to submit the official resolution by the application deadline because of the timing of board meetings or other justifiable reasons, the official resolution may be submitted to sha-dro-fafoa@usbr.gov up to 30 days after the application deadline.

D.2.2.15. Conflict of Interest Disclosure

Per the [Financial Assistance Interior Regulation \(FAIR\), 2 CFR §1402.112](#), applicants must state in their application if any actual or potential conflict of interest exists at the time of submission.

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

(b) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the Department awarding agency or pass-through entity in accordance with 2 CFR §200.112.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(c) *Restrictions on lobbying.* Non-Federal entities are strictly prohibited from using funds under a grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR §18 and 31 U.S.C. 1352.

Section D. Application and Submission Information

(d) *Review procedures.* The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(e) *Enforcement.* Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies for noncompliance, including suspension or debarment (see also 2 CFR §180).

D.2.2.16. Uniform Audit Reporting Statement

All U.S. States, local governments, federally recognized Indian Tribal governments, and non-profit organizations expending \$750,000 in U.S. dollars or more in Federal award funds in the applicant's FY must submit a Single Audit report for that year through the [Federal Audit Clearinghouse's Internet Data Entry System](#), in accordance with 2 CFR §200 subpart F. U.S. state, local government, federally recognized Indian tribal governments, and non-profit applicants must state if your organization was or was not required to submit a Single Audit report for the most recently closed fiscal year. If your organization was required to submit a Single Audit report for the most recently closed fiscal year, provide the Employer Identification Number (EIN) associated with that report and state if it is available through the [Federal Audit Clearinghouse](#) website.

D.2.2.17. Certification Regarding Lobbying

Applicants requesting more than \$100,000 in Federal funding must certify to the statements in [43 CFR §18, Appendix A-Certification Regarding Lobbying](#). If this application requests more than \$100,000 in Federal funds, the Authorized Official's signature on the appropriate SF-424, Application for Federal Assistance form also represents the entity's certification of the statements in 43 CFR §18, Appendix A.

D.3. Unique Entity Identifier and System for Award Management (SAM)

D.3.1. Identifier and System for Award Management Registration in SAM.gov

This requirement does not apply to individuals applying for funds as an individual (i.e., unrelated to any business or nonprofit organization you may own, operate, or work within), or any entity with an exception to bypass SAM.gov registration with prior approval from the funding bureau or office in accordance with bureau or office policy. All other applicants are required to register in SAM.gov prior to submitting a Federal award application and obtain a [Unique Entity Identifier \(UEI\)](#) which will replace Data Universal Numbering System (DUNS) number from Dun & Bradstreet in April 2022. A Federal award may not be made to an applicant that has not completed the SAM.gov registration. If an applicant selected for funding has not completed their SAM.gov registration by the time the program is ready to make an award, the program may determine the applicant is not qualified to receive an award. Applicants registering in SAM.gov prior to April 2022 may still be required to obtain a DUNS number prior to completing the registration process within SAM.gov. Federal award recipients must also continue to maintain an active SAM.gov registration with current information through the life of their Federal award(s).

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There is no cost to register with Dun & Bradstreet or SAM.gov. There are third-party vendors who will charge a fee in exchange for registering entities with Dun & Bradstreet and SAM.gov; **please be aware you can register and request help for free.**

D.3.2. Obtain a DUNS Number

In April 2022, the Federal Government will stop requiring DUNS numbers. At that point, entities doing business with the government will use the Unique Entity Identifier (UEI) created in SAM.gov in place of a DUNS number. A UEI will be assigned to entities upon registering with SAM.

If an entity is applying for federal financial assistance prior to April 2022, a DUNS number may still be required as part of the SAM registration process. A DUNS Number can be requested through the Dun & Bradstreet website. The official website address is <https://fedgov.dnb.com/webform/>. For technical difficulties, go to www.dnb.com/govtduns. Please ensure that you are able to receive emails from SAMHelp@dnb.com. The Grants.gov “Obtain a DUNS Number” webpage also provides detailed instructions. Once assigned a DUNS number, your organization must maintain up-to-date information with Dun & Bradstreet. Applicants must enter their DUNS number in the “Organizational DUNS” field on the SF-424, Application for Federal Assistance form (version 3).

D.3.3. Register with the System for Award Management

Register on the SAM.gov website. “Help” tab on the website contains User Guides and other information to assist you with registration. The [Grants.gov Register with SAM page](#) also provides detailed instructions. You can also contact the supporting Federal Service Desk for help registering in SAM. Once registered in SAM, entities must renew and revalidate their SAM registration at least once every 12 months from the date previously registered. Entities are strongly encouraged to revalidate their registration as often as needed to ensure their information is up to date and reflects changes that may have been to the entity’s IRS information.

Reclamation will not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Reclamation is ready to make an award, Reclamation may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

D.4. Submission Date and Time

Due Date for Applications: **Thursday, April 28, 2022, 4:00 p.m. Mountain Daylight Time**

Application Due Date Explanation: Applications must be submitted (not postmarked by) no later than: April 28, 2022, 4:00 p.m. Mountain Daylight Time (MDT).

Electronic and Physical Proposals received after the application deadline will not be considered unless it can be determined that the delay was caused by Reclamation mishandling or technical issues with the Grants.gov application system.

Section D. Application and Submission Information

Please note that difficulties related to an applicant's Grants.gov profile (e.g., incorrect organizational representative), uploading documents to Grants.gov, or an applicant's SAM registration are not considered technical issues with the Grants.gov system.

Please note that any application submitted for funding under this NOFO may be subjected to a Freedom of Information Act (FOIA) request (5 U.S.C. §552, as amended by P.L. No. 110-175), and as a result, may be made publicly available. Following awards of funding, Reclamation will post all successful applications on the Reclamation website, www.usbr.gov/watersmart, after conducting any redactions determined necessary by Reclamation, in consultation with the recipient.

D.4.1. Application Delivery Instructions

The applications may be submitted electronically through Grants.gov (www.grants.gov) or a hard copy may be submitted to either one of the following addresses. Under no circumstances will applications received through any other method (such as e-mail or fax) be considered eligible for award.

By mail or United States Postal Service overnight services:

Bureau of Reclamation
Financial Assistance Operations Section
Attn: NOFO Team
P.O. Box 25007, MS 84-27133
Denver, CO 80225

All other express delivery:

Bureau of Reclamation mail services
Attn: NOFO Team
Denver Federal Center
Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, CO 80225

By courier services: Bureau of Reclamation
Attn: NOFO Team
Denver Federal Center
Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, CO 80225

D.4.2. Instructions for Submission of Project Application

Each applicant should submit an application in accordance with the instructions contained in this section.

D.4.2.1. Applications Submitted by Mail, Express Delivery or Courier Services

Please follow these instructions to submit your application by mail, express delivery, or courier services.

- Applicants should submit one copy of all application documents for hardcopy submissions. Only use a binder clip for documents submitted. Do not staple or otherwise bind application documents.
- Hard copy applications may be submitted by mail, express delivery, or courier services to the addresses identified in this NOFO.
- Materials arriving separately will not be included in the application package and may result in the application being rejected or not funded. This does not apply to letters of support, funding commitment letters, or official resolutions.
- Faxed and e-mailed copies of application documents will not be accepted.
- Do not include a cover letter or company literature/brochure with the application. All pertinent information must be included in the application package.

D.4.2.2. Applications Submitted Electronically

If the applicant chooses to submit an electronic application, it must be submitted through Grants.gov. Reclamation encourages applicants to submit their applications for funding electronically through the URL: www.grants.gov/applicants/apply-for-grants.html. Applicant resource documents and a full set of instructions for registering with Grants.gov and completing and submitting applications online are also available at: www.grants.gov/applicants/apply-for-grants.html.

- Please note that submission of an application electronically requires prior registration through Grants.gov, which may take 7 to 21 days. Please see registration instructions at www.grants.gov/applicants/apply-for-grants.html. ***In addition, please note that the Grants.gov system only accepts applications submitted by individuals that are registered and active in SAM as both a user and an Authorized Organizational Representative.***
- Applicants have experienced significant delays when attempting to submit applications through Grants.gov. If you plan to submit your application through Grants.gov you are encouraged to submit your application several days prior to the application deadline. If you are a properly registered Grants.gov applicant and encounter problems with the Grants.gov application submission process, you must contact the Grants.gov Help Desk to obtain a case number. This case number will provide evidence of your attempt to submit an application prior to the submission deadline.

Regardless of the delivery method used, you must ensure that your proposal arrives by the date and time deadline stated in this NOFO. Applications received after this date and time due to weather or express delivery/courier performance will not be considered for award. Late applications will not be considered unless it is determined that the delay was caused by Reclamation mishandling or technical issues with the Grants.gov application system.

Section D. Application and Submission Information

Please note that difficulties related to an applicant's Grants.gov profile (e.g., incorrect organizational representative), uploading documents to Grants.gov, or an applicant's SAM registration are not considered technical issues with the Grants.gov system.

D.4.2.3. Acknowledgement of Application Receipt.

If an application is submitted by mail, express delivery, or courier, Reclamation will notify you via e-mail that your application was received.

If an application is submitted through Grants.gov, you will receive an e-mail acknowledging receipt of the application from Grants.gov. In addition, Reclamation will notify you in writing whether your application was successfully downloaded from Grants.gov.

D.5. Intergovernmental Review

This NOFO is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

D.6. Pre-Award Costs

If the proposed project is selected, the awarding Reclamation Grants Officer will review the proposed pre-award costs to determine if they are consistent with program objectives and are allowable in accordance with the authorizing legislation. Proposed pre-award costs must also be compliant with all applicable administrative and cost principles criteria established in 2 CFR Part 200 and all other requirements of this NOFO. **In no case will costs incurred prior to July 1, 2021, be considered for inclusion in the proposed project budget.**

Please note that the costs for preparing and submitting an application in response to this NOFO, including the development of data necessary to support the proposal, are not eligible project costs under this NOFO and must not be included in the project budget.

In addition, please ensure that the budget proposal includes any project costs that may be incurred prior to award. For each cost, describe:

- The project expenditure and amount
- The date of cost incurrence
- How the expenditure benefits the project

D.7. Indirect Costs

The Federal awarding agency that provides the largest amount of direct funding to your organization is your cognizant agency for indirect costs, unless otherwise assigned by OMB. If the Department is your organization's cognizant agency, the Interior Business Center (IBC) will negotiate your indirect cost rate. If the Department of the Interior (DOI) is your organization's cognizant agency, the Interior Business Center (IBC) will negotiate your indirect cost rate. Contact the IBC by phone 916-930-3803 or email at ICS@ibc.doi.gov. Visit their website <https://ibc.doi.gov/ICS/icrna>, for information regarding email submission forms.

Organizations must have an active Federal award before they can submit an indirect cost rate proposal to their cognizant agency. Failure to establish an approved rate during the award period renders all costs otherwise allocable as indirect costs unallowable under the award. Recipients may not shift unallowable indirect costs to another Federal award unless specifically authorized to do so by legislation.

D.8. Automated Standard Application for Payments Registration

All applicants must also be registered with and willing to process all payments through the Department of Treasury Automated Standard Application for Payments (ASAP) system. All recipients with active financial assistance agreements with Reclamation must be enrolled in ASAP under the appropriate Agency Location Code(s) and the DUNS Number prior to the award of funds. If a recipient has multiple DUNS numbers, they must separately enroll within ASAP for each unique DUNS Number and/or Agency. All of the information on the enrollment process for recipients, including the enrollment initiation form, will be sent to you by ASAP staff if selected for award.

Note that if your entity is currently enrolled in the ASAP system with an agency other than Reclamation, you must enroll specifically with Reclamation in order to process payments.

Section E. Application Review Information

E.1. Technical Proposal: Evaluation Criteria

The evaluation criteria portion should be addressed in the technical proposal section of the application. Applications should thoroughly address each criterion and any sub-criterion in the order presented below. **Applications will be evaluated against the evaluation criteria listed below.** If the work described in your application is a phase of a larger project, only discuss the benefits that will result directly from the work discussed in the technical project description and that is reflected in the budget, not the larger project.

Evaluation Criteria Scoring Summary	Points:
A. Project Benefits	35
B. Planning Efforts Supporting the Project	30
C. Project Implementation	20
D. Nexus to Reclamation	5
E. Presidential and Department of the Interior Priorities	10
Total	100

It is suggested that applicants copy and paste the evaluation criteria and sub-criteria immediately below into their applications to ensure that all necessary information is adequately addressed.

Note: Projects may be prioritized to ensure balance among the program task areas and to ensure that the projects address the goals and objectives of this NOFO.

E.1.1. Evaluation Criterion A—Project Benefits (35 points)

Up to **35 points** may be awarded based upon evaluation of the benefits that are expected to result from implementing the proposed project. This criterion considers a variety of project benefits, including the significance of the anticipated water management benefits and the public benefits of the project. This criterion prioritizes projects that modernize existing infrastructure to address water reliability concerns, including making water available for multiple beneficial uses and resolving water related conflict in the region.

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Benefits to the Category A Applicant's Water Delivery System: Describe the expected benefits to the Category A applicant's water delivery system. Address the following:

- Clearly explain the anticipated water management benefits to the Category A applicant's water supply delivery system and water customers.
- Explain the significance of the anticipated water management benefits for the Category A applicant's water delivery system and customers. Consider:
 - Are customers not currently getting their full water right at certain times of year?
 - Does this project have the potential to prevent lawsuits or water calls?
 - What are the consequences of not making the improvement?
 - Are customer water restrictions currently required?
 - Other significant concerns that support the need for the project.

Broader Benefits: Describe the broader benefits that are expected to occur as a result of the project. Consider:

Will the project improve broader water supply reliability at sub-basin or basin scale?

- Will the proposed project increase collaboration and information sharing among water managers in the region? Please explain.
- Will the proposed project positively impacts/benefit various sectors and economies within the applicable geographic area (e.g., impacts to agriculture, environment, recreation, and tourism)? Please explain.
- Will the project complement work being done in coordination with NRCS in the area (e.g., the area with a direct connection to the districts water supply)? Please explain.
- Will the project help address drought conditions at the sub-basin or basin scale? Please explain.

Please note,

NRCS will have a separate application process for the on-farm components of selected projects that may be undertaken in the future, separate of the WaterSMART Grant project.

E.1.2. Evaluation Criterion B—Planning Efforts Supporting the Project (30 points)

Up to **30 points** may be awarded based on the extent to which the proposed on-the-ground project is supported by an applicant's existing water management plan, water conservation plan, System Optimization Review, or identified as part of another planning effort led by the Category A applicant. This criterion prioritizes projects that are identified through local planning efforts and meet local needs.

Plan Development: Describe how your project is supported by an existing planning effort. Identify the planning effort and who developed it. If the planning effort was not developed by the Category A applicant, describe the Category A applicant's involvement in developing the planning effort.

Support for the Project: Describe to what extent the proposed project is supported by the identified plan. Address the following:

- Is the project identified specifically in the planning effort?
- Explain whether the proposed project implement a goal or address a need or problem identified in the existing planning effort?

Explain how the proposed project has been determined as a priority in the existing planning effort as opposed to other potential projects/measures.

E.1.3. Evaluation Criterion C—Implementation and Results (20 points)

Up to **20 points** may be awarded based upon the extent to which the applicant is capable of proceeding with the proposed project upon entering into a financial assistance agreement. Applicants that describe a detailed plan (e.g., estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates) will receive the most points under this criterion.

- Describe the implementation plan for the proposed project. Please include an estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates.
- Describe any permits that will be required, along with the process for obtaining such permits.
- Identify and describe any engineering or design work performed specifically in support of the proposed project.
- Describe any new policies or administrative actions required to implement the project.
- Describe the timeline for completion of environmental and cultural resource compliance. Was the timeline for completion of environmental and cultural resource compliance discussed with the local Reclamation office?

E.1.4. Evaluation Criterion D—Nexus to Reclamation (5 Points)

Up to **5 points** may be awarded based on the extent that the proposal demonstrates a nexus between the proposed project and a Reclamation project or activity. Describe the nexus between the proposed project and a Reclamation project or activity, including:

- Is the proposed project connected to a Reclamation project or activity?
If so, how? Please consider the following:
 - Does the applicant receive Reclamation project water?
 - Is the project on Reclamation project lands or involving Reclamation facilities?
 - Is the project in the same basin as a Reclamation project or activity?
 - Will the proposed work contribute water to a basin where a Reclamation project is located?

E.1.5. Evaluation Criterion E—Presidential and Department of the Interior Priorities (10 points)

Up to **10 points** may be awarded based on the extent that the project demonstrates support for the Biden-Harris Administration’s priorities, including E.O. 14008: *Tackling the Climate Crisis at Home and Abroad*, E.O. 13985: *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, and the President’s memorandum, *Tribal Consultation and Strengthening Nation-to-Nation Relationships*. Points will be allocated based on the degree to which the project supports the priorities listed, and whether the connection to the priority(ies) is well supported in the application. **Without repeating benefits already described in previous criteria, describe in detail how the proposed project supports a priority(ies) below.**

E.1.5.1. Sub-criterion No. E1. Climate Change

Points will be awarded based on the extent the project will reduce climate pollution; increase resilience to the impacts of climate change; protect public health; and conserve our lands, waters, oceans, and biodiversity. Address the following as relevant to your project.

Combating the Climate Crisis

E.O. 14008: *Tackling the Climate Crisis at Home and Abroad*, focuses on increasing resilience to climate change and supporting climate- resilient development. For additional information on the impacts of climate change throughout the western United States, see: <https://www.usbr.gov/climate/secure/docs/2021secure/2021SECUREReport.pdf>. Please describe how the project will address climate change, including:

- Please provide specific details and examples on how the project will address the impacts of climate change and help combat the climate crisis.
- Does this proposed project strengthen water supply sustainability to increase resilience to climate change? Does the proposed project contribute to climate change resiliency in other ways not described above?

E.1.5.2. Sub-criterion No. E2. Disadvantaged or Underserved Communities

Points will be awarded based on the extent to which the Project serves economically disadvantaged or underserved communities in rural or urban areas.

- Will the proposed project serve or benefit a disadvantaged or historically underserved community? Benefits can include, but are not limited to, public health and safety by addressing water quality, new water supplies, or economic growth opportunities.
- Please describe in detail how the community is disadvantaged based on a combination of variables that may include:
 - Low income, high and/or persistent poverty
 - High unemployment and underemployment
 - Racial and ethnic residential segregation, particularly where the segregation stems from discrimination by government entities
 - Linguistic isolation
 - High housing cost burden and substandard housing

- Distressed neighborhoods
- High transportation cost burden and/or low transportation access
- Disproportionate environmental stressor burden and high cumulative impacts
- Limited water and sanitation access and affordability
- Disproportionate impacts from climate change
- High energy cost burden and low energy access
- Jobs lost through energy transition
- Access to healthcare
- If the proposed project is providing benefits to an underserved community, provide sufficient information to demonstrate that the community meets the underserved definition in E.O. 13985, which includes populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

E.1.5.3. Sub-criterion No. E.3. Tribal Benefits

Points will be awarded based on the extent to which the Project will honor the Federal government’s commitments to Tribal Nations.

- Does the proposed project directly serve and/or benefit a Tribe? Will the project improve water management for a Tribe?
- Does the proposed project support Tribal resilience to climate change and drought impacts or provide other Tribal benefits such as improved public health and safety by addressing water quality, new water supplies, or economic growth opportunities?

E.2. Review and Selection Process

The Federal government reserves the right to reject any and all applications that do not meet the requirements or objectives of this NOFO. Awards will be made for projects most advantageous to the Federal Government. Award selection may be made to maintain balance among the eligible projects listed in this NOFO. The evaluation process will be comprised of the steps described in the following subsections.

E.2.1. Initial Screening

All application packages will be screened to ensure that:

- The applicant meets the eligibility requirements stated in this NOFO.
- The applicant meets the unique entity identifier and SAM registration requirements stated in this NOFO (this may be completed up to 30 days after the application deadline).
- The application meets the content requirements of the NOFO package, including submission of a technical proposal, responses to the evaluation criteria, budget proposal, and budget narrative.

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- The application contains properly executed forms SF-424, Application for Financial Assistance and SF-424D, Assurances for Construction Programs, and a completed SF-424A, Budget Information Non-Construction Programs
- The application includes an official resolution, adopted by the applicant's board of directors, governing body, or appropriate authorized official (this may be submitted up to 30 days after the application deadline).

Reclamation reserves the right to remove an application from funding consideration if it does not pass all Initial Screening criteria listed above. An applicant that has submitted an application that is determined to be ineligible for funding will be notified along with other applicants, or sooner, if possible.

E.2.2. Application Review Committee

Evaluation criteria will comprise the total evaluation weight as stated in the *Section E.1. Technical Proposal: Evaluation Criteria*.

Applications will be scored against the evaluation criteria by an ARC, made up of experts in relevant disciplines selected from across Reclamation. The ARC will also review the application to ensure that the project meets the description of eligible projects and meets the objective of this NOFO. The ARC may also change the Applicant Category for an application where they deem appropriate (See *Section C.1.3. Applicant Category Guidance*).

During ARC review, Reclamation may contact applicants to request clarifications to the information provided, if necessary.

E.2.3. Red-Flag Review

Following the results of the ARC review, Reclamation offices will review the top-ranking applications and will identify any reasons why a proposed project would not be feasible or otherwise advisable, including environmental or cultural resources compliance issues, permitting issues, legal issues, or financial position. Positive or negative past performance by the applicant and any partners in previous working relationships with Reclamation may be considered, including whether the applicant is making significant progress toward the completion of outstanding financial assistance agreements and whether the applicant is in compliance with all reporting requirements associated with previously funded projects.

In addition, during this review, Reclamation will address any specific concerns or questions raised by members of the ARC, conduct a preliminary budget review, and evaluate the applicant's ability to meet cost share as required.

E.2.4. Managerial Review

Reclamation management will prioritize projects to ensure the total amount of all awards does not exceed available funding levels. Management will also ensure that all projects meet the scope, priorities, requirements, and objectives of this NOFO. Management may also prioritize projects to ensure that multiple project types are represented. After completion of the Managerial Review, Reclamation will notify applicants whose proposals have been selected for award consideration.

E.2.5. Pre-Award Clearances and Approvals

The following pre-award clearances and approvals must be obtained before an award of funding is made. If the results of all pre-award reviews and clearances are satisfactory, an award of funding will be made once the agreement is finalized (approximately one to three months from the date of initial selection). If the results of pre-award reviews and clearances are unsatisfactory, consideration of funding for the project may be withdrawn.

E.2.5.1. Environmental Review

Reclamation will forward the proposal to the appropriate Reclamation Regional or Area Office for completion of environmental compliance, if applicable. To the extent possible, environmental compliance will be completed before a financial assistance agreement is signed by the parties. However, in most cases, the award can be completed with the release of funds contingent on completion of environmental compliance and receipt of a written Notice to Proceed from the Reclamation Grants Officer. The financial assistance agreement will describe how compliance will be carried out. Ground-disturbing activities (e.g., installation of a stream gage, biological or water quality monitoring) may not occur until environmental compliance is complete and a notice to proceed is issued by the awarding Reclamation Grants Officer.

E.2.5.2. Budget Analysis and Business Evaluation

A Reclamation Grants Officer will also conduct a detailed budget analysis and complete a business evaluation and responsibility determination. During this evaluation, the Reclamation Grants Officer will consider several factors that are important, but not quantified, such as:

- Allowability, allocability, and reasonableness of proposed costs
- Financial strength and stability of the applicant
- Past performance, including satisfactory compliance with all terms and conditions of previous awards, such as environmental compliance issues, reporting requirements, proper procurement of supplies and services, and audit compliance
- Adequacy of personnel practices, procurement procedures, and accounting policies and procedures, as established by applicable OMB circulars

E.3. Federal Award Performance Integrity Information System

Prior to making an award with a Federal total estimated amount greater than \$150,000, Reclamation is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently Federal Award Performance Integrity Information System [FAPIIS]) (see 41 U.S.C. §2313).

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Applicants, at their option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about themselves that a Federal awarding agency previously entered and that is currently in the designated integrity and performance system accessible through SAM. Reclamation will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal awarding agency review of risk posed by applicants.

Section F. Federal Award Administration Information

F.1. Federal Award Notices

Successful applicants will receive by electronic mail, a notice of selection signed by a Reclamation Grants Officer. This notice is not an authorization to begin performance.

F.2. Administrative and National Policy Requirements

See the [“DOI Standard Terms and Conditions”](#) for the administrative and national policy requirements applicable to Department awards.”

F.2.1. Environmental and Cultural Resources Compliance

All projects being considered for award funding will require compliance with the National Environmental Policy Act (NEPA) before any ground-disturbing activity may begin. Compliance with all applicable state, Federal and local environmental, cultural, and paleontological resource protection laws and regulations is also required. These may include, but are not limited to, Clean Water Act (CWA), Endangered Species Act (ESA), National Historic Preservation Act (NHPA), consultation with potentially affected tribes, and consultation with the State Historic Preservation Office.

Reclamation will be the lead Federal agency for NEPA compliance and will be responsible for evaluating technical information and ensuring that natural resources, cultural, and socioeconomic concerns are appropriately addressed. As the lead agency, Reclamation is solely responsible for determining the appropriate level of NEPA compliance. Further, Reclamation is responsible to ensure that findings under NEPA, and consultations, as appropriate, will support Reclamation’s decision on whether to fund a project. Environmental and cultural resources compliance costs are considered project costs. These costs will be considered in the ranking of applications.

Depending on the potential impacts of the project, Reclamation may be able to complete its compliance activities without additional cost to the recipient. Where environmental or cultural resources compliance requires significant participation by Reclamation, costs anticipated to be incurred by Reclamation will be added as a line item to the budget during development of the financial assistance agreement and cost shared accordingly. Any costs to the recipient associated with compliance will be identified during the process of developing a final project budget for inclusion in the financial assistance agreement.

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Note: If mitigation is required to lessen environmental impacts, the applicant may, at Reclamation's discretion, be required to report on progress and completion of these commitments. Reclamation will coordinate with the applicant to establish reporting requirements and intervals accordingly.

Under no circumstances may an applicant begin any monitoring, measurement, or other ground-disturbing activities before environmental and cultural resources compliance is complete and Reclamation provides written notification that all such clearances have been obtained. This pertains to all components of the proposed project, including those that are part of the applicant's non-Federal cost-share. An applicant that proceeds before environmental and cultural resources compliance is complete may risk forfeiting Reclamation funding under this NOFO.

F.2.2. Approvals and Permits

Recipients shall adhere to Federal, State, territorial, Tribal, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. Recipients shall also coordinate and obtain approvals from site owners and operators.

F.2.3. Geospatial Data and Data Tools

All geospatial data collected for or produced through the use of the Department's financial assistance funds are required to meet all relevant standards established by the Federal Geospatial Data Committee (FGDC) as authorized by Geospatial Data Act of 2018, P.L. 115-254, Subtitle F—*Geospatial Data*, §§ 751-759C, codified at 43 U.S.C. §§2801–2811. The Department requires fully compliant metadata on all Geographic Information Systems (GIS) files developed for financial assistance projects. If a funded financial assistance project involves acquiring or collecting geospatial data, the recipient is required to search GeoPlatform.gov to determine that no existing Federal, State, local or private data meet the Government's needs and are available at no cost before acquiring or collecting additional geospatial data.

Any spatially explicit data or tools developed in the performance of an award made under this NOFO must be developed in industry standard formats that are compatible with GIS platforms.

F.2.4. Intangible Property (2 CFR §200.315)

Title to intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity (see §200.59 *Intangible Property* [of this CFR]). The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313(e) *Equipment* (of this CFR).

The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

Section F. Federal Award Administration Information

The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR §401, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements*.

The Federal government has the right to:

- obtain, reproduce, publish, or otherwise use the data produced under a Federal award and
- authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

F.2.5. Freedom of Information Act

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings mean when:

- (i) Research findings are published in a peer-reviewed scientific or technical journal; or
- (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects

(e.g., laboratory samples). Research data also does not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F.2.6. Real Property, 2 CFR §200.311

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved (2 CFR §200.316 *Property trust*)

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relationship). Title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. As required by 2 CFR §200.329 *Reporting on real property*, recipients will be required to submit reports on the status of real property acquired or improved under a financial assistance agreement issued under this NOFO.

F.2.7. Additional Bipartisan Infrastructure Law Requirements

Wage Rate Requirements (Davis-Bacon Act)—Section 41101 of the Bipartisan Infrastructure Law requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Bipartisan Infrastructure Law (P.L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

Application of Buy America Preference—Section 70914 of the Bipartisan Infrastructure Law requires that, unless a waiver is approved, funding made available for Federal financial assistance programs for infrastructure under the Law may only be obligated to projects where all of the iron, steel, and manufactured goods used in the project are produced in the United States.

F.2.8. Data Availability

Per the Financial Assistance Interior Regulation (FAIR), 2 CFR §1402.315:

- a. All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.
- b. The Federal Government has the right to:
 1. Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
 2. Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

F.3. Reporting Requirements and Distribution

If the applicant is awarded an agreement as a result of this NOFO, the applicant will be required to submit the following reports during the term of the agreement. Recipients will also be required to have a system in place to comply with these reporting requirements (see 2 CFR §170.210 for additional information).

F.3.1. Financial Reports

Recipients will be required to submit a fully completed form SF-425 Federal Financial Report on at least a semiannual basis and with the final performance report. The SF-425 must be signed by a person legally authorized to obligate the recipient.

F.3.2. Interim Performance Reports

The specific terms and conditions pertaining to the reporting requirements will be included in the financial assistance agreement. Interim performance reports submitted on at least a semiannual basis, which include the following information:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the project

F.3.3. Final Performance Report

Recipients will be required to submit a final performance report encompassing the entire period of performance. The final performance report must include, but is not limited to, the following information:

- Whether the project objectives and goals were met.
- If applicable, a copy of the completed Watershed Restoration Plan.
- Photographs documenting the project are also appreciated.

Note: Reclamation may print photos with appropriate credit to the applicant. Also, final reports are public documents and will be made available on Reclamation's website.

F.4. Disclosures

F.4.1. Conflict of Interest

Recipients must notify the program immediately in writing of any conflict of interest that arise during the life of their Federal award, including those reported to them by any subrecipient under the award. Recipients must notify the program in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee in the Federal funding program or who otherwise may have been involved in the review and selection of the award. The term "employee" means any individual engaged in the performance of work pursuant to the Federal award. Recipients may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation put them out of compliance with the legal authorities addressing post-Government employment restrictions. See [U.S. Office of Government Ethics website](#) for more information on these restrictions. Reclamation will examine each conflict-of-interest disclosure based on its particular facts and the nature of the project and will determine if a significant potential conflict exists. If it does, Reclamation will work with the recipient to determine an appropriate resolution.

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Failure to disclose and resolve conflicts of interest in a manner that satisfies Reclamation may result in any of the remedies described in 2 CFR §200.338 *Remedies for noncompliance*, including termination of the award.

F.4.2. Review Procedures

Reclamation will examine each conflict-of-interest disclosure based on its particular facts and the nature of the project and will determine if a significant potential conflict exists. If it does, Reclamation will work with the recipient to determine an appropriate resolution. Failure to disclose and resolve conflicts of interest in a manner that satisfies Reclamation may result in any of the remedies described in 2 CFR §200.338 *Remedies for noncompliance*, including termination of the award.

F.4.3. Other Mandatory Disclosures

The Non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the terms and conditions outlined in 2 CFR §200, *Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters* are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 *Remedies for noncompliance*, including suspension or debarment.

F.5. Releasing Applications

Following awards of funding, Reclamation may post all successful applications on the Reclamation website after conducting any redactions determined necessary by Reclamation, in consultation with the recipient.

Section G. Agency Contacts

There will be no pre-application conference. Organizations or individuals interested in submitting applications in response to this NOFO may direct questions to the Reclamation personnel identified below.

G.1. Reclamation Financial Assistance Contact

Questions regarding application and submission information and award administration may be submitted to the attention of the Notice of Funding Opportunity Team at sha-dro-fafoa@usbr.gov. Please note that staff availability on the day of the NOFO closing will be limited.

G.2. Reclamation Program Coordinator Contact

Questions regarding applicant and project eligibility and application review may be submitted to the attention of Ms. Robin Graber, Small-Scale Water Efficiency Projects Program Coordinator, or Ms. Nickie McCann, Program Analyst, as follows:

By mail: Bureau of Reclamation
Water Resources and Planning Office
Attn: Ms. Robin Graber
Mail Code: 86-6300
P.O. Box 25007
Denver, CO 80225

By e-mail: rgraber@usbr.gov

By phone: 303-445-2764

OR

By mail: Bureau of Reclamation
Water Resources and Planning Office
Attn: Ms. Nickie McCann
Mail Code: 86-63000
P.O. Box 25007
Denver, CO 80225

By e-mail: aomorgan@usbr.gov

By phone: 303-445-3733

G.3. Application System Technical Support

For Grants.gov technical registration and submission as well as downloading forms and application packages, contact:

Name: Grants.gov Customer Support

Telephone: 1-800-518-4726

Email: Support@grants.gov

Section H. Other Information

The following is a brief overview of NEPA, NHPA, and ESA. This information is only relevant to proposals that include measurement, monitoring and field work. While these statutes are not the only environmental laws that may apply, they are the Federal laws that most frequently do apply. Compliance with all applicable environmental laws will be initiated by Reclamation concurrently, immediately following the initial recommendation to award a financial assistance agreement under this NOFO. The descriptions below are intended to provide you with information about the environmental compliance issues that may apply to your projects.

H.1. Environmental and Cultural Resource Considerations

To allow Reclamation to assess the probable environmental and cultural resources impacts and costs associated with each application, all applicants should consider the following list of questions focusing on the NEPA, ESA, and NHPA requirements. Please answer the following questions to the best of your knowledge. If any question is not applicable to the project, please explain why. The application should include the answers to:

- Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.
- Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?
- Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as “Waters of the United States”? If so, please describe and estimate any impacts the proposed project may have.
- When was the water delivery system constructed?
- Will the proposed project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.
- Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.
- Are there any known archeological sites in the proposed project area?

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- Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?
- Will the proposed project limit access to, and ceremonial use of, Indian sacred sites or result in other impacts on tribal lands?
- Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?

H.1.1. National Environmental Policy Act

NEPA requires Federal agencies such as Reclamation to evaluate, during the decision-making process, the potential environmental effects of a proposed action and any reasonable mitigation measures. Before Reclamation can make a decision to fund an award under this NOFO, Reclamation must comply with NEPA. Compliance with NEPA can be accomplished in several ways, depending upon the degree and significance of environmental impacts associated with the proposal.

Some projects may fit within a recognized **Categorical Exclusion (CE)** to NEPA (i.e., one of the established categories of activities that generally do not have significant impacts on the environment). If a project fits within a CE, no further NEPA compliance measures are necessary. Use of a CE can involve simple identification of an applicable **Department CE** or documentation of a **Reclamation CE** using a **Categorical Exclusion Checklist (CEC)**. If a CE is being considered, Reclamation will determine the applicability of the CE and whether extraordinary circumstances (i.e., reasons that the CE cannot be applied) exist. That process can take anywhere from 1 day to about 30 days, depending upon the specific situation.

If the project does not fit within a CE, compliance with NEPA might require preparation of an **Environmental Assessment/Finding of No Significant Impact (EA/FONSI)**. Generally, where no CE applies but there are not believed to be any significant impacts associated with the proposed action, an EA will be required. The EA is used to determine whether any potentially significant effects exist (which would trigger the further step of an **Environmental Impact Statement (EIS)**, below). If no potentially significant effects are identified, the EA process ends with the preparation of a FONSI. The EA/FONSI process is more detailed than the CE/CEC process and can take weeks or even months to complete. Consultation with other agencies and public notification are part of the EA process.

The most detailed form of NEPA compliance, where a proposed project has potentially significant environmental effects, is completion of an **EIS** and **Record of Decision**. An EIS requires months or years to complete, and the process includes considerable public involvement, including mandatory public reviews of draft documents. It is not anticipated that projects proposed under this program will require completion of an EIS.

During the NEPA process, potential impacts of a project are evaluated in context and in terms of intensity (e.g., will the proposed action affect the only native prairie in the county? Will the proposed action reduce water supplied to a wetland by 1 percent? Or 95 percent?). The best source of information concerning the potentially significant issues in a project area is the local Reclamation staff that has experience in evaluating effects in context and by intensity.

Reclamation has the sole discretion to determine what level of environmental NEPA compliance is required. If another Federal agency is involved, Reclamation will coordinate to determine the appropriate level of compliance. You are encouraged to contact your regional or area Reclamation office. See www.usbr.gov/main/offices.html with questions regarding NEPA compliance issues. You may also contact the Program Coordinator for further information (see *Section G. Agency Contacts*).

H.1.2. National Historic Preservation Act

To comply with Section 106 of the NHPA, Reclamation must consider whether a proposed project has the **potential to cause effects to historic properties**, before it can complete an award under this NOFO. Historic properties are cultural resources (historic or prehistoric districts, sites, buildings, structures, or objects) that qualify for inclusion in the National Register of Historic Places. In some cases, water delivery infrastructure that is over 50 years old can be considered a historic property that is subject to review.

If a proposal is selected for initial award, the recipient will work with Reclamation to complete the Section 106 process. Compliance can be accomplished in several ways, depending on how complex the issues are, including:

- If Reclamation determines that the proposed project does not have the potential to cause effects to historic properties, then Reclamation will document its findings and the Section 106 process will be concluded. This can take anywhere from a couple of days to one month.
- If Reclamation determines that the proposed project could have effects on historic properties, a multi-step process, involving consultation with the State Historic Preservation Officer and other entities, will follow. Depending on the nature of the project and impacts to cultural resources, consultation can be complex and time consuming. The process includes:
 - A determination as to whether additional information is necessary.
 - Evaluation of the significance of identified cultural resources.
 - Assessment of the effect of the project on historic properties
 - A determination as to whether the project would have an adverse effect and evaluation of alternatives or modifications to avoid, minimize, or mitigate the effects.
 - A Memorandum of Agreement is then used to record and implement any necessary measures. At a minimum, completion of the multi-step Section 106 process takes about two months.
- Among the types of historic properties that might be affected by projects proposed under this NOFO are **historic irrigation systems** and **archaeological sites**. An irrigation system or a component of an irrigation system (e.g., a canal or headgate) is more likely to qualify as historic if it is more than 50 years old, if it is the oldest (or an early) system/component in the surrounding area, and if the system/component has not been significantly altered or modernized. In general, proposed projects that involve ground disturbance, or the alteration of existing older structures, are more likely to have the potential to affect cultural resources. However, the level of cultural resources compliance required, and the associated cost, depends on a case-by-case review of the circumstances presented by each proposal.

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You should contact your State Historic Preservation Office and your local Reclamation office's cultural resources specialist to determine what, if any, cultural resources surveys have been conducted in the project area. See www.usbr.gov/cultural/crmstaff.html for a list of Reclamation cultural resource specialists. If an applicant has previously received Federal financial assistance it is possible that a cultural resources survey has already been completed.

H.2. Endangered Species Act

Pursuant to Section 7 of the ESA, each Federal agency is required to consult with the USFWS or the NOAA Fisheries Service to ensure any action it authorizes, funds, or carries out is not likely to **jeopardize the continued existence of any endangered or threatened species or destroy or adversely modify any designated critical habitat.**

Before Reclamation can approve funding for the implementation of a proposed project, it is required to comply with Section 7 of the ESA. The steps necessary for ESA compliance vary, depending on the presence of endangered or threatened species and the effects of the proposed project. A rough overview of the possible course of ESA compliance is:

- If Reclamation can determine that there are no endangered or threatened species or designated critical habitat in the project area, then the ESA review is complete and no further compliance measures are required. This process can take anywhere from one day to one month.
- If Reclamation determines that endangered or threatened species may be affected by the project, then a **Biological Assessment** must be prepared by Reclamation. The Biological Assessment is used to help determine whether a proposed action may affect a listed species or its designated critical habitat. The Biological Assessment may result in a determination that a proposed action **is not likely to adversely affect** any endangered or threatened species. If the USFWS/NOAA Fisheries Service concurs in writing, then no further consultation is required and the ESA compliance is complete. Depending on the scope and complexity of the proposed action, preparation of a Biological Assessment can range from days to weeks or even months. The USFWS/NOAA Fisheries Service generally respond to requests for concurrence within 30 days.
- If it is determined that the project **is likely to adversely affect listed species**, further consultation (**formal consultation**) with USFWS or NOAA Fisheries Service is required to comply with the ESA. The process includes the creation of a **Biological Opinion** by the USFWS/NOAA Fisheries Service, including a determination of whether the project would **jeopardize** listed species and, if so, whether any **reasonable and prudent** alternatives to the proposed project are necessary to avoid jeopardy. Nondiscretionary **reasonable and prudent measures** and **terms and conditions** to minimize the impact of incidental take may also be included. Under the timeframes established in the ESA regulations, the Biological Opinion is issued within 135 days from the date that formal consultation was initiated, unless an extension of time is agreed upon.

Section H. Other Information

The time, cost, and extent of the work necessary to comply with the ESA depends upon whether endangered or threatened species are present in the project area and, if so, whether the project might have effects on those species significant enough to require formal consultation.

ESA compliance is often conducted parallel to the NEPA compliance process and, as in the case of a CEC, documented simultaneously. The best source of information concerning the compliance with the ESA in a particular project area is the local Reclamation environmental staff that can be helpful in determining the presence of listed species and possible effects that would require consultation with the USFWS or NOAA Fisheries Service. Contact your regional or area Reclamation office, www.usbr.gov/main/offices.html with questions regarding ESA compliance issues.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 12, 2022
AGENDA ITEM NO. 10.H.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVING THE INSTALLATION OF A WATER SALES DISPENSING STATION

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The District supplies potable water to approximately 9,200 residents in the communities of Georgetown, Kelsey, Garden Valley, Greenwood, Cool and Pilot Hill (collectively, referred to as the Divide). The actual population of the aforementioned communities is greater than residents receiving potable water from the District. Residents outside District services typically rely on domestic wells for drinking water supply.

DISCUSSION

Due to recent climate conditions and the lack of a groundwater basin within District boundaries, some Divide residents not receiving potable water have experienced their domestic wells going dry.

In an effort to support all residents of the Divide, District staff proposes installing a water sales dispensing station at the Main District office. The station is proposed be installed near the northwest corner of the front office and equipped with backflow device, lock wing, meter and associated fittings/connections rated for potable use.

To facilitate the service, it is proposed that:

- 1) Potential customers check-in at the front office;
- 2) District staff collect customer billing information, a one-time administrative fee of \$20, a \$2 fill up fee, and customer-signed agreement;
- 3) District staff operate equipment located within fenced yard;
- 4) Customer dispenses water in customer-owned storage device;
- 5) District staff will record the volume of water supplied; and

- 6) Customer will be billed bi-monthly for consumption and meter fee at the time of regular billing and similar to the construction meter.

The proposed cost was developed from current construction meter cost which includes a \$20 permit fee and \$2 daily meter rental fee. The water service agreement would be developed based on current construction meter and water service agreement.

FISCAL IMPACT

The equipment costs to facilitate this service is estimated at \$1,000. Revenue will be determined by consumption, but is not anticipated to be significant.

CEQA/NEPA ASSESSMENT

There is no CEQA/NEPA action required for a bulk water station.

RECOMMENDED ACTION

It is Staff's recommendation that the Board adopt Resolution 2022-XX approving the installation of a bulk water station at the Main District Office.

ATTACHMENTS

1. Resolution 2022-XX

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE INSTALLATION OF A WATER SALES
DISPENSING STATION AT THE MAIN DISTRICT OFFICE

WHEREAS, the District supplies potable water to approximately 9,200 residents in the communities of Georgetown, Kelsey, Garden Valley, Greenwood, Cool and Pilot Hill (the Divide); and

WHEREAS, the population of the Divide is greater than the number of residents receiving potable water from the District; and

WHEREAS, due to recent climate conditions and the lack of a groundwater basin within District boundaries, some Divide residents not receiving potable water have experienced their domestic wells going dry; and

WHEREAS, the District staff proposes installing a water sales dispensing station at the Main District Office;

WHEREAS, to facilitate the service, Staff proposes that (1) potential customers check in at the front office; (2) District staff collect billing information, a one-time administrative fee of \$20, a \$2 meter fee, and a customer-signed agreement; (3) District staff operate equipment located within fenced yard; (4) customer dispenses water in a customer-owned storage device; (5) Staff will record the volume of water supplied; and (6) customer will be billed bi-monthly for consumption and meter fee at the time of regular billing similar to construction meter.

WHEREAS, the equipment costs to facilitate this service is estimated to be \$1,000, and revenue will be determined by consumption which is not anticipated to be significant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the installation of a water dispensing station is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 12th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 12th day of April 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT